Board Meeting of June 26, 2013

Honorable Chair and Members of the City of Torrance Oversight Board City Hall Torrance, California

SUBJECT: Receive and file the preliminary report on the Long Range Property Management Plan.

RECOMMENDATION

Recommendation that the Oversight Board to the City of Torrance as Successor Agency to the Former Redevelopment Agency of the City of Torrance receive and file the preliminary report on the Long Range Property Management Plan. This is a preliminary report that requires no formal action.

BACKGROUND AND ANALYSIS

As part of the dissolution of former Redevelopment Agencies, State Assembly Bill X1 26 (ABX1 26) requires successor agencies to dispose of real property assets owned by former redevelopment agencies "expeditiously and in a manner aimed at maximizing value." State Assembly Bill 1484 (AB 1484) clarified how successor agencies should dispose of these assets and directed them to prepare a Long Range Property Management Plan (LRPMP) to be submitted to the Oversight Board and Department of Finance within six months of receiving a Finding of Completion. The Successor Agency to the former Redevelopment Agency of the City of Torrance (Successor Agency) received its Finding of Completion on March 21, 2013, which means a deadline for the LRPMP in late September, 2013.

The LRPMP must include an inventory and site history of each of the former Agency-owned properties as well as a plan for the future use or disposition of each site. AB 1484 allows for four permissible uses of the properties, including: the retention of the property for governmental use, the retention of the property for future development, the use of the property to fulfill an enforceable obligation (either through sale of the property or revenue received from license agreements or rents), or the sale of the property. According to Health and Safety Code § 34180 (f), if a city wishes to retain any properties or other assets for future redevelopment activities, it must reach a compensation agreement with the other taxing entities to provide payments to them in proportion to their shares of the base property tax, as determined pursuant to Section 34188, for the value of the property retained.

Staff will continue to prepare the plan and gather information before the upcoming September deadline; however this item before the Oversight Board will serve as a checkpoint of information gathered so far and an opportunity to hear and provide input on staff's recommendations of permissible uses of the properties.

Long Range Property Management Plan

The former Redevelopment Agency of the City of Torrance (former Agency) has ownership of six properties that will be included in the plan; this does not include properties purchased with Low and Moderate Income Housing Funds as they have already been approved by the Department of Finance and retained as Housing Assets. The number of properties included in the plan has also been reduced from past property inventories shared with the Oversight Board. Staff has done considerable research on chain of title and through this research and study it was determined that certain properties thought to have been owned by the former Agency actually belonged to the City of Torrance (the City). Information on each property is explained further in subsequent paragraphs, with supporting documentation included as attachments. The properties removed from the list are:

- 223rd and Abalone
- 23750 Madison Ave.
- 23755 Madison Ave.

Properties included in the LRPMP are:

- 1956 Torrance Blvd.
- 1312 Cabrillo Ave.
- 1339 Post Ave.
- 1919 Torrance Blvd.
- Torrance and Bow
- Railroad property along Border Ave.

Properties removed from the LRPMP:

223rd and Abalone

In July of 1998, the property located at 223rd and Abalone was sold to the City's Water Department so the City could place a water well on the property. The former Agency no longer holds the title to the property and it has been removed from the LRPMP.

23750 and 23755 Madison Ave.

The properties located at 23750 and 23755 Madison Avenue are both currently being used as parking lots for the former Meadowpark Redevelopment Project Area. While the properties provide parking for a former Redevelopment Project Area, the former Agency never owned the properties, which are in fact owned by the City of Torrance. The properties have been removed from the LRPMP.

Properties Included in the LRPMP:

1956 Torrance Blvd.

The property located at 1956 Torrance Boulevard was purchased in June 2000, for the purpose of providing parking in the former Downtown Redevelopment Project Area. The provision of Public Facilities including parking facilities was an authorized Agency function under the Redevelopment Plan for the Downtown Redevelopment Project Area (§ 317, 327). The former Agency acquired the property, which consists of two parcels at a total of approximately 6,100 SF, for \$225,000. The site is triangular in shape and does not have access to a public right-of-way; its only access point is off an alleyway. No environmental contamination has been found at the site. While the property is located near two Torrance Transit bus lines, the lack of access from a right-of-way onto the parcel and its odd shape make it unsuitable for future development.

The site is currently encumbered with two License Agreements for the use of parking spaces on the lot, one of which is tied to a Conditional Use Permit, and both of which are used to satisfy parking requirements in the Downtown Development Standards. The first License Agreement is with Yuzu for the use of ten parking spaces (R2004-07) for \$250 a month. This agreement is tied to a Conditional Use Permit (CUP 04-00024) for the operation of a restaurant, as required by the Torrance Municipal Code and Downtown Development Standards. The Second License Agreement is with Century Dental for the use of four parking spaces (C2000-277) for \$200 a month.

Staff recommends that the property be transferred to the City of Torrance under the Department of Finance's classification of "Governmental Use" as it serves as a public facility and is approved under the Redevelopment Plan for the former Downtown Redevelopment Project Area. However, staff is aware that other agencies have had feedback from the State Department of Finance that it is not a governmental use and may require a compensation plan.

1312 Cabrillo Ave.

The property located at 1312 Cabrillo Avenue was purchased in June 2002, for the purpose of providing parking in the former Downtown Redevelopment Project Area. As mentioned in the previous property description, the provision of parking facilities was an authorized function of the former Agency under the Redevelopment Plan for the Downtown Project Area. Seizing an opportunity to purchase a tax-defaulted, blighted property from Los Angeles County that is located at a prominent entryway location for the Downtown, the former Agency acquired the 4,080 SF parcel for \$37,811. A site investigation report of the property determined the presence of a hydraulic hoist system and two 2,000 gallon storage tanks located on the property. While the property was paved and capped, containing the contamination in the subsurface soils, the hydraulic system had been oozing fluid to the surface in recent years. In order to prevent further surface-level contamination, the hydraulic hoist system was removed on June 5, 2013. The Geographical Survey done at the time of the hoist removal identified a potential for two additional tanks of unknown size and contents.

The site is currently encumbered with a License Agreement (R2009-001) for the use of ten parking spaces by the Plaza Del Prado, Inc for \$250 a month. The License Agreement is tied to a Conditional Use Permit (CUP08-00019) for the operation of a restaurant with beer and wine service within the Plaza. The approval of the CUP was contingent upon the application securing the additional off-site parking spaces to satisfy the remaining parking requirements for the restaurant. The site also contains a Mural along its back wall that serves as a gateway into the Downtown. The Mural displays the words, "Welcome to Downtown Torrance" and depicts historical motifs of the downtown including: Irving Gill, the Pacific Electric Railway – El Prado Bridge, the Depot, the Red Car, etc.

Staff recommends that the property be transferred to the City of Torrance under the Department of Finance's classification of "Governmental Use" with the understanding that the parcel's current use of a parking lot and public art piece be maintained, as was the case for 1956 Torrance Blvd. However, staff is aware that other agencies have had feedback from the State Department of Finance that it is not a governmental use and may require a compensation plan. In addition, the site could potentially serve as parking for the adjacent housing asset property at 1316 Cabrillo Ave. upon its future development.

1339 Post Ave.

The property located at 1339 Post Avenue was purchased in October, 1984 for the purpose of expanding a senior center, as the existing City-run senior citizen program, Community Focal Point on Aging, was operating beyond capacity at the adjacent Bartlett Center. The provision of a Public Facility such as a Senior Center was an authorized use under the Redevelopment Plan for the Downtown Redevelopment Project Area (§ 327). The property is about 2,400 SF and was purchased for \$112,000. While no environmental contamination exists on the site, an easement was granted in July of 1988 to Southern California Edison for the placement of an underground transformer and conduits.

While a portion of the building had been leased to Retired Senior Volunteers Program (RSVP) from February 1996 to January 31, 2013 there has always been space allocated to Focal Point; the site is currently being used exclusively by Community Focal Point on Aging. The property was originally leased to Older American Resources, Inc. in 1995 with an understanding that approximately one-third of the building would be set aside for City of Torrance personnel working for Focal Point, an arrangement which was reflected on the floor plan under "C.O.T Office". The lease was assigned to RSVP a year later until the building was vacated in January, 2013, at which point Focal Point took over the use of the remainder of the building. Community Focal Point on Aging is a City-run program that provides information and referral services for older adults, along with their families and caregivers, so that they can obtain access to services in the community including transportation, housing, health care and companion care. This program falls under the Community Services Department's Senior Citizens Program and is run by volunteers.

Staff recommends that the property be transferred to the City of Torrance under the Department of Finance's classification of "Governmental Use", as the property houses a government run senior citizen program.

1919 Torrance Blvd.

The property located at 1919 Torrance Blvd. was acquired in November, 1985 for the purpose of assembling parcels for the creation of American Honda Headquarters in the former Industrial Redevelopment Project Area. The 36,200 SF parcel is square shaped and land locked on the American Honda campus. While all of the parcels assembled in 1985 were sold to Honda under an Owner Participating Agreement (OPA), this parcel remained under the former Agency's jurisdiction due to the soil contamination issue.

The site previously housed the chemical company, Solvent Coating. In the course of demolition prior to the transfer to Honda, subsurface soil issues were discovered and the property was placed under the monitoring authority of the Department of Toxic Substance Control. The parcel was incorporated into the American Honda site plan; however Honda did not take title to the property but was prepared to accept ownership upon resolution of the subsurface soil issues. While the Agency has attempted to resolve the subsurface contamination over the years contracting with Sterns, Conrad and Schmidt Consulting Engineers, Inc (SCS) to study and resolve the issues, the contamination persists leaving the parcel unable to be transferred to American Honda as intended under the original OPA. In August of 2003, the former Agency granted an easement over the property to American Honda documenting their right to the use of the surface as part of their campus; however, the property remains contaminated and under the ownership of the City of Torrance as the Successor Agency to the former Redevelopment Agency of the City of Torrance.

Staff recommends that the property be transferred to American Honda at such time as the subsurface soil contamination issues can be resolved, as was agreed to under the Owner Participation Agreement. The Successor Agency to the former Redevelopment Agency of the City of Torrance will continue to work to resolve the contamination.

Torrance and Bow

The property located at Torrance and Bow was acquired in April, 1989 in order to take ownership of a former railroad right-of-way that connected to a historic landmark, the Pacific Electric Railway – El Prado Bridge, as well as remove the blighted railroad ties. The property now serves as a pedestrian walkway which connects to the pathway over the recently rehabilitated Pacific Electric Railway –El Prado Bridge. The sloped portion of the property also serves as a landscaping area. No soil contamination issues have been found on the site.

Staff recommends that the property be transferred to the City of Torrance under the Department of Finance's classification of "Governmental Use" so that it may continue to be used as a pedestrian walkway for the public.

Railroad along Border Ave.

The old railroad right of way along Border Avenue starting from 213th Street to Plaza Del Amo was acquired in 2005 for \$35,000 to eliminate blight. The old railroad rails and ties

were subsequently removed to provide better access, ingress and egress for businesses and provide additional street right-of-way and on-street parking. No environmental contamination has been documented on the site.

Staff recommends that the property be transferred to the City of Torrance under the Department of Finance's classification of "Governmental Use" as it currently functions as a public right-of-way and roadway.

Staff recommends that the Oversight Board to the City of Torrance as Successor Agency to the Former Redevelopment Agency of the City of Torrance receive and file the preliminary report on the Long Range Property Management Plan. Staff will return before the Oversight Board in July with the completed Plan for approval. Once the Plan is approved, it will then be forwarded to the Department of Finance, State Controller and Los Angeles County Auditor-Controller as required by ABX1-26 and AB 1484.

Respectfully submitted,

Brian Sunshine

Assistant to the City Manager

By Carolyn Chun

Senior Planning Associate

CONCUR:

Brian K. Sunshine

Assistant to the City Manager

Kenneth Flewellyn

Assistant Finance Director

NOTED:

LeRoy J. Jackson City Manager

Attachment:

- A) Long Range Property Management Plan: Property Inventory Data
- B) Supporting documentation for 1956 Torrance Blvd. (Limited Distribution)
- C) Supporting documentation for 1312 Cabrillo Ave. (Limited Distribution)
- D) Supporting documentation for 1339 Post Ave. (Limited Distribution)
- E) Supporting documentation for 1919 Torrance Blvd. (Limited Distribution)
- F) Supporting documentation for Torrance and Bow. (Limited Distribution)
- G) Supporting documentation for Railroad property along Border Ave. (Limited Distribution)

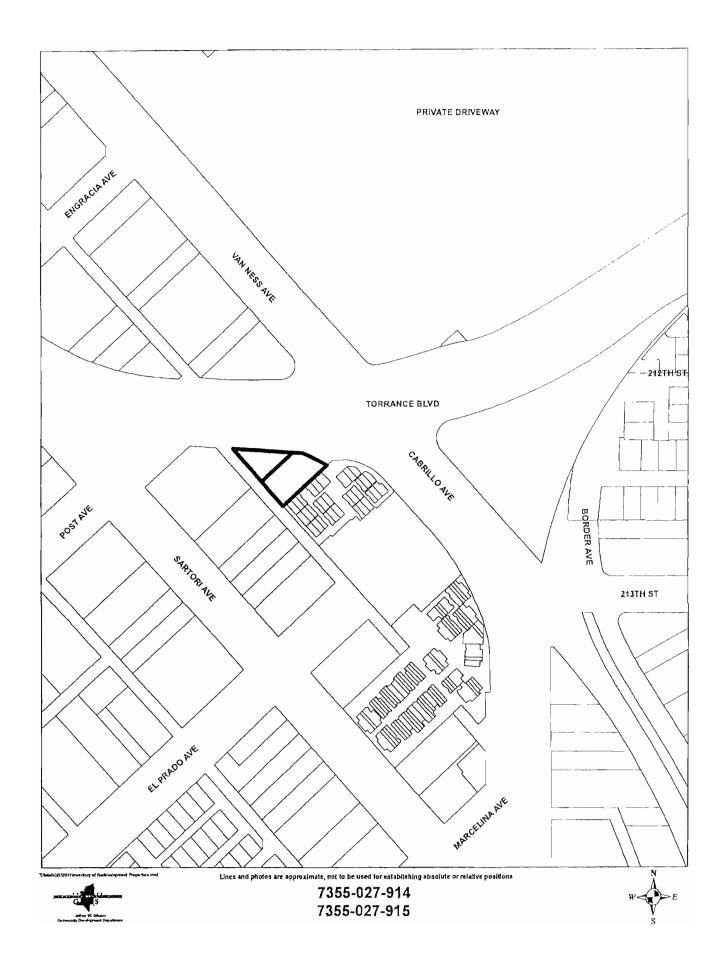
ω	N	c	No.	
Commercial	Parking LoVStructure	Parking Lot/Structure	Property Type	
Gov				$\frac{1}{1}$
Governmental Use	Governmental Use	Governmental Use	Permissable Use	HSC 34
			Permissable Use Detail	HSC 34191.5 (c)(2)
10-3-1984	6-26-2002	6-3-2000	Acquisition Date	HSC
112,000	37,811	225,000	Value at Time of Purchase	HSC 34191.5 (c)(1)(A)
			Estimated Current Value	
			Value Basis	
			Date of Estimated Current Value	
			Proposed Sale Value	SALE OF
			Proposed Sale	PROPERTY
Property was purchased in order to expand the existing senior cilizen programs operating beyond capacity at the Bartlett Center.	Former Torrance Tire site was purchased to enhance parking the former Downtown Redevelopment Project Area.	Purchased to enhance parking in the former Downtown Redevelopment Project Area. Site oncumbered with two parking tot license aggreenments.	Purpose for which property was acquired	HSC 34191.5 (c)(1)(B)
o o ms	re o o o Ave.	r r r lect 1956 Torrance	h Address	(B)
7355-026- 903	7355-029-	7355-027- 106 914, 7355-027-	S APN #	HSC 3419
2400 SF	4,080 SF	6.180 0.00 FT	Lot Size	HSC 34191.5 (c)(1)(C)
DRP - Downtown Redevelop Redevelop Project Area	DRP - Downtown Redevelop ment	DRP - Downtown Downtown Redevelop ment Project Area	Current Zoning	
			Estimate of Current Parcel Value	HSC 34191.5 (c)(1)(D)
	\$250/month	\$450/month	Estimate of Income/Revenue	
	Maintenance of parking	Maintenance of parking lot.	Contractual requirements for use of income/revenue	HSC 34191.5 (c)(1)(E)
Underground transformer and conduits, as well as an easement for Southern California Edison placed on the property in July 1988.	two (2) 2,000 gallon tanks still present onsite. Areal extent of contamination is unknown. Also present onsite was a hydraulic hoist system that was oozing fluid to the surface. The hydraulic hoist system was removed on June S. 2013, however, a geographical survey determined the potential presence of two(2) additional underground storage tanks of unknown isize.	No environmental historical information available for this site.	History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	HSC 34191.5 (c)(1)(F)
or The site is located very close to Line 1 of the Torrance Transit system.	The site is located along line 5 of the Torrance Transit system. It is within walking distance me from Lines 1 and 3 of Torrance Transit.	While this property is located near Toranoe Blvd and two Toranoe Broat interest in the state of the parcel and its lack of access to a public right-of-way make the site unsuitable for Transit Oriented Development.	s, Description of property's potential for transit oriented development	
Retaining this site for governmental use would advance the planning objectives of the successor Agency as the Redevelopment Plan for the Downtown Redevelopment Projectives of the Redevelopment Plan for the Redevelopment Projectives a pendically authorized the Agency to acquire property or facilities for a neighborhood and/description of the Bartlett Center was operating beyond capacity. The Focal Point Program, coordinates by the City of Torrance Community Services Department Should be allowed to continue its operations at this location in accordance with the	Retaining the site for future development would advance the goals of the Successor Agency as this site was purchased to provide Parking, an authorized the Parking, an authorized Redevelopment Agency function under the Redevelopment Agency from the Downtown Project Area. The former Redevelopment Agency seized an opportunity to purchase the Tax Defaulted property from the County of Los Angeles as it is located at a prominent entryway location in the downtown, providing an opportunity to rehabilitate a blighted property and create a more attractive entryway, as well as provide additional parking. While the site is currently encumbered with a License 199 Agreement for parking, the site could potentially be used for parking for a future low/mod asset directly adjacent to the property, at 1316 Cabrillo.	The site advances the goals of the Successor Agency in that it provides for parking in the Downtown area, the reason for which it was purchased and an authorized function under the Downtown area, the reason for which it was purchased and an authorized function under the Downtown Project Area. Since Blvd. and two Torance that site is encumbered with two Transit lines (Line 1 and License Agreements for the use of Line 5), the shape of the parking spaces required by parcel and its lack of Downtown Development. Standards and CLIP 04-00024, of way make the site relating if for this use would unsuitable for Transit continue to satisfy the goals of the Oriented Development.	Advancement of planning objectives of the successor agency	HSC 34191.5 (c)(1)(G)
Site was leased to Older American Resources in 1995 with the an understanding that 1/3 of the building would be used by the City run senior program. Focal Point, or which was and still is operating at the Bartlett Center. Retired Senior Volunteers Program took over lease in 1986. The lease that before the lease texture building on the last before the lease to the building on January 31, 2013. Since then, Focal Point has siken over the feet with the program of the building and is continuing their senior program there.	s with a License Agreement (R2009-001) with Plaza Del Prado, inc for the lease of 10 spaces for a restaurant (CUPDE-00019) within the Plaza del Prado complex for \$250 a month. License Agreement was revised in May 2011 to reflect a lower rental and amount and past due payments in the amount of \$2,250. Previous rent had been \$500 month. In \$2,00, a mural was painted on the wall on the Southeast side of the property saying "Welcome to Downtown Tornance" and including historical motifs of the downtown including historical motifs of the Depot. the Red Car, etc.	Site originally had 1000 SF building and 14 parking spaces. The building was demolished in 2005 and included asbestos abatement in order to achieve the goal for which it was purchased. There are currently two License Pagreements in place for Century Dental and K's Kitchen, one of which is tied to a CUP and both of which satisfy parking requirements under the Downtown Development Standards. The first License Agreement (R2004-007) is for the lease of 10 parking spaces to K's Kitchen Inc. (CUP of 4,00024) for \$250/month. The second License Agreement is with Century Dental and is for the lease of 4 parking spaces for \$200/month as required by the Downtown Development Standards.	History of previous development proposals and activity	HSC 34191.5 (c)(1)H)

8 Roadw	7 Roadw	O O O He	No.	
Roadway/Walkway	Roadway/Waikway		Ргоренту Туре	
Governmental Use	Governmental Use	Other	Permissable Use	
		Property located at 1919 Torrance was part of the Torrance was part of the Participation Agreement for the development of the American Honda Headquarters. This parcel has been slated for transfer since the inception of the agreement, however, due to site contamination, the parcel has not yet been transferred. The parcel transferred of the parcel transfer	Permissable Use Detail Acquisition Date	
8-13-1998, 4-22- 2005	4-19-1989	11.21.1985		
35,000			Value at Time Estimated of Purchase Current Value	
			d Value Basis	
			Date of Estimated F	
			Proposed Sale Proposed Sale Value Date	
Property was purchased to removed blighted railway ties and serve as a right-of-way for vehicular	Property was purchased to removed blighted railway ties and serve as a pedestrian valikway over the Pacific Electric Railway-El Prado Bridge.	Property was purchased as part of areas assembled in former industrial Redevelopment Project Area for the creation of Honda Headquarters. Parcel is landlocked and Agency owned due to soils issues dating back to the inception of the project.	Purpose for which property was acquired	
f. Railroad along	ric Torrance Blvd and Bow Ave.	od ele el Blvd.	Address	
7355-031-	7355-032- A	7352-022- 900	APN #	
DRP - Downtown Redevelop ment	IRP - Industrial Redevelop Approx ment 11,000 SF Project Area	36,200 SF M2	Current Coning	
3 0 -	8		Estimate of Current Parcel Value	
			Estimate of Income/Revenue	
			Contractual requirements for use of income/revenue	
No environmental information historical information	No environmental historical information available for this site.	Soil contamination known on site. Site is under the jurisdiction of the Department of Toxic Substance Control	History of environmental contamination, studies, and/or remediation, and adesignation as a brownfield site	
no potential for Transit Oriented Development.	No potential for Transit Oriented Development, serves as a pedestrian walkway.	The property is part of Honda's headquarters and only under the former. Redevelopment Agency's ownership due to soil contamination issues. The site is not suitable for transit notented development, however it is directly adjacent to lines 1 and 5 of the 1 forance Transit system.	Description of property's potential for transit oriented development	
			Advancement of planning objectives of the successor agency	_
Site was purchased in 2005 for \$35,000 to eliminate blight through the removal or railway ties. Railroad thes were subsequently removed and the	Site was transferred to Redevelopment Agency of the City of Torrance to provide for a pedestrian walkway over the historic landmark, the Pacific Electric Rallway. El Prado Bridge. A portion of the property also serves as landscaping.	The site was part of an assembly of properties by the former Redevelopment Agency in 1985 for the creation of Honda Headquarters. The site previously housed the chemical company Solvent Coating. While all of assembled properties were turned over to Honda. the Agency retained this property due to soil contamination issues. The agreement was that the Agency would remediate the contamination and deliver the contamination and deliver the contamination and deliver the contamination, the Agency retains ownership of the parcel but granted an eassement to Honda in 8/19/2003 for access and use of the agree of the street	History of previous development proposals and activity	_

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

Attachment B

Supporting documentation for 1956 Torrance Blvd.



1

Redevelopment Agency April 25, 2000

Agency Item 4A

Honorable Chairwoman and Members of the Torrance Redevelopment Agency City Hall Torrance, California

Members of the Agency:

SUBJECT: Consideration of the Purchase Agreement and Escrow Instructions

between the Redevelopment Agency and Tom A. and Snejana Nizitich for

properties located at 1956 Torrance Boulevard.

Expenditure: \$225,000

RECOMMENDATION:

Redevelopment Agency staff and the Executive Director recommend that the Redevelopment Agency approve the Commercial Property Purchase Agreement, Receipt for Deposit, and Escrow Instructions between the Redevelopment Agency and Tom A. and Snejana Nizitich for the property located at 1956 Torrance Boulevard and direct the Chairman to execute the Agreement and appropriate \$225,000 from the proceeds of the sale of property at 1256 & 1266 Sartori Avenue.

Funding:

Funding is available from the sale of the Brew Pub property in the Downtown Capital project of which \$210,000 will be for the purchase price and \$15,000 for other related expenses.

BACKGROUND AND ANALYSIS:

The Redevelopment Agency will acquire 1956 Torrance Boulevard for the purposes of rehabilitating and improving the site for parking and to further the goals of the Downtown Redevelopment Plan. This acquisition achieves the goals of the Redevelopment Plan and provides a strong impetus for the continued recycling of obsolete land uses to modern productive land uses that will add to the revitalization of the project area. Staff has received a number of inquires for the leasing of parking spaces in the Downtown area and will bring forward an item to lease some or all of the available parking as soon as possible after the close of escrow.

2

On April 11, 2000, the Redevelopment Agency approved the purchase of a building and parking lot located at 1956 Torrance Boulevard (APN 7355-027-001 & 002) and directed staff to negotiate a purchase within certain parameters. Negotiations have been proceeding and a Purchase Agreement has been prepared that satisfies the stipulated parameters. The Redevelopment Agency is proposing to purchase both parcels for \$210,000 plus \$15,000 for other related expenses (i.e. Relocation and closing costs).

The Agreement provides the Agency to be responsible for the deposit of \$10,000 to open escrow and pay for title insurance costs. Both the seller and the Agency are responsible for 50/50 split of governmental transfer fees and escrow costs. Also, the Agency will pay up to the first \$8,000 towards relocation cost and the Seller will be responsible for an additional \$10,000 in relocation costs if needed.

Respectfully submitted,

Jeffery W. Gibson
Deputy Executive Director

Ву

Michael G. Bihn Planning Manager

Redevelopment & Housing

Jeffer W. Gibsor

Deputy Executive Director

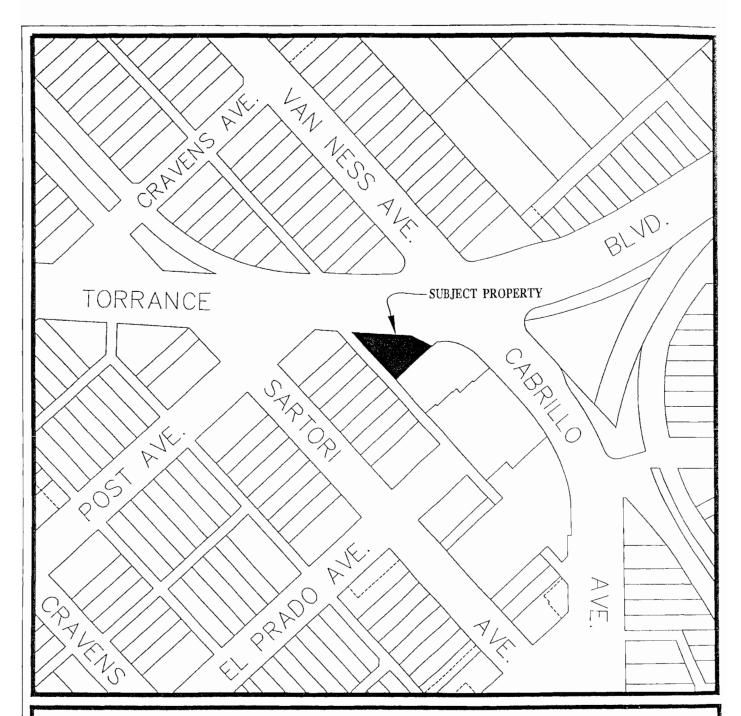
NOTED:

Executive Director

MGB:CMTC X:\CCHUN\DOWNTOWN\item purchase drale prop 1956 Torranca Blvd.doc

ATTACHMENT:

- A. Location Map
- B. Commercial Property Purchase Agreement, Receipt for Deposit, and Escrow Instructions



City of Torrance Planning Department

LOCATION MAP

1956 Torrance Blvd.



NOT TO SCALE

RECEIPT FOR DEPOSIT, AND ESCRO (NON-RESIDENTIAL)

5



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A. BUYER'S DEPOSIT shall be held uncashed until	1. FINANCING: Obtain	ning the loans below is a contingency of	f this Agreement. Buyer shall act diligently a	nd in good faith to obtain the designated
STOKET NULL account, and finen, within a Business days after, deposited D with Estory Holder, C mind D with Casher's Check, D casher's Che	loans. Obtaining dep	posit, down payment and closing costs is	not a contingency.	\$ 10.000
Check_ Cash, or Ca		, and then, within 3 business day	ys after, deposited 📋 with Escrow Holde	r, 🗆 into
B. INCREASED DEPOSIT shall be deposited with within a Day's Alter Acceptance, or S. C. FIRST LOAN IN THE AMOUNT OF SELER. S. C. FIRST LOAN IN THE SELECT	Broker's trust as Check □ Cas	ccount, or	by 🕰 Pursurur Check, 🗆	Cashier's
NEW First Deed of Trust in favor of □ LENDER, □ SELLER,	B. INCREASED DE	POSIT shall be deposited with		\$
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(or □				e, or%
tied to the following index:	initial adjustabl	e rate with a maximum interest rate ca	ap of%, interest amortized over the	e life of the loan
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D. SECOND LOAN IN THE AMOUNT OF	Additional terms			
OR ☐ ASSUMPTION (or ☐ "subject to? Existing Second Deed of Trust encumbering the Property, securing a note payable at maximum interest rate cap of, interest amonized over the life of the loan (or ☐ years, life checked: ☐ and with a maximum interest rate cap of, interest amonized over the life of the loan (or ☐ years, life checked: ☐ and with a margin not to exceed, tied to the following index:		IN THE AMOUNT OF		
encumbering the Property, securing a note payable at maximum interest of				
(or □	encumbering th	e Property, securing a note payable at	maximum interest of% fixed rate	
E. ADDITIONAL FINANCING TERMS: F. SELLER FINANCING: For any Seller financing designated above, Buyer is to execute a note secured by a deed of .5 trust in lavor of Seller, on the terms and conditions set forth in the attached addendum (C.A.R. Form SFA-14). G. BALANCE OF PURCHASE PRICE (not including costs of obtaining leans and other closing costs) to be deposited so that the second in the second of the	(or 🗆)	years), balance due in years. (If	checked: and with a margin not to exc	eed%,
E. ADDITIONAL FINANCING TERMS: F. SELLER FINANCING: For any Seller financing designated above, Buyer is to execute a note secured by a deed of . Strust in lawor of Seller, on the terms and conditions set forth in the attached addendum (C.A.R. Form SFA-14). G. BALANCE OF PURCHASE PRICE (not including costs to obtaining leans and other closing costs) to be deposited \$\sigma_O \circ\ 0.000\ \text{out}\$ with secrow holder within sufficient time to close eccrow. I. TOTAL PURCHASE FRIECE. 1. LOAN CONTINGENCY shall remain in effect until the designated loans are funded, or assumed financing is approved (or □ □ Days After Acceptance, by which time Buyer shall give Seller withen notice of Buyer's election to cancel this Agreement if Buyer is unable to obtain or assume the designated loans. If Buyer does not give Seller such notice, the contingency of obtaining the designated loans are between the designated loans are provide self-acceptance, or (ii) received of verification, if Selfer reasonably disapproves it. I. □ APPRIAGAL CONTROEMENCY, if				
F. SELLER FINANCING: For any Seller financing designated above, Buyer is to execute a note secured by a deed of . S trust in lawor of Seller, on the terms and conditions set forth in the attached addendum (C.A.R. Form SFA-14). G. BALANCE OF PURCHASE PRICE (in Including costs to obtaining leans and other closing costs) to be deposited s with escrow holder within sufficient time to close excrow. H. TOTAL PURCHASE PRICE	Additional terms:			
Trust in lavor of Selier, on the terms and conditions set forth in the attached addendum (C.A.R. Form SFA-14). C. BALANCE OF PURCHASE PRICE (in including costs of obtaining loans and other closing costs) to be deposited with excrow holder within sufficient time to close escrow. N. TOTAL PURCHASE PRICE I. LOAN CONTINGENCY shall remain in effect until the designated loans are funded, or assumed financing is approved (or □ □ Days After Acceptance, by which time Buyer shall give Selier written notice of Buyer's election to cancel this Agreement if Buyer is unable to obtain or assume the designated loans. If Buyer does not give Selier such notice, the contingency of obtaining the designated loans shall be removed by the method specified in paragraph 21.) J. LOAN APPLICATIONS. For NEW financing, within 5 (or □ □ Days After Acceptance, (i) Buyer shall submit a loan application and credit report to lender or mortgage loan broker and (ii) Buyer shall notly Seller in writing of the lender or mortgage loan broker to whom the documentation was submitted, and when It Buyer lails to lake any of these actions within this time, Seller any cancel this Agreement in writing. K. ALL CASH OFFER: It his is an all cash ofter, Buyer shall, within 5 (or □ Days After Acceptance, provide Seler written on the sufficient funds to close this transaction. Seller may cancel this Agreement in writing within 5 Days After (i) time to provide verification; or (iii) receipt of verification, if Seller reasonably disapproves it. □ APPRAISAL CONTINGENCY: (If heree's) the verification of the seller and	E. ADDITIONAL FI	INANCING TERMS:		\$
G. BALANCE OF PURCHASE PRICE (not including costs of obtaining loans and other closing costs) to be deposited with exercise holder within sufficient time to close escrow. H. TOTAL PURCHASE PRICE L. LOAN CONTINGENCY shall remain in effect until the designated loans are funded, or assumed financing is approved (or □ □ 29x After Acceptance, by which time Buyer shall give Seller within notice of Buyer's election to cancel this Agreement if Buyer is unable to obtain or assume the designated loans. If Buyer does not give Seller such notice, the contingency of obtaining the designated loans shall be removed by the method specified in paragraph 21.) J. LOAN APPLICATIONS: For NEW financing, within 5 (or □ □) Days After Acceptance, (i) Buyer shall submit a loan application and credit report to lender or mortgage loan broker and (ii) Buyer shall notly Seller in writing of the lender or mortgage loan broker to whom the documentation was submitted, and when. If Buyer fails to take any of these actions within this time, Seller may cancel this Agreement in writing. K. ALL CASH OFFER: If this is an all cash ofter, Buyer shall, within 5 (or □ □) Days After Acceptance provide Seller writing on the state of				
N. TOTAL PURICHASE PRICE 1. LOAN CONTINGENCY shall remain in effect until the designated loans are funded, or assumed financing is approved (or □ Days After Acceptance, by which time Buyer shall give Seller winton notice of Buyer's efection to cancel this Agreement if Buyer is unable to obtain or assume the designated loans. If Buyer does not notice, the contingency of obtaining the designated loans shall be removed by the method specified in paragraph 21.) 3. LOAN APPLICATIONS: For NEW financing, within 5 (or □ Days After Acceptance. (i) Buyer shall submit a loan application and credit report to lender or mortgage loan broker and (ii) Buyer shall notify Seller in writing of the lender or mortgage loan broke to whom the documentation was submitted, and when If Buyer latis to take any of these actions within this time, Seller may cancel this Agreement in writing within 15 (or □ Days After Acceptance, growthen In the documentation was submitted, and when If Buyer latis to take any of these actions within 15 bays After Acceptance, provide verification, or (ii) receipt of verification, if Seller reasonably disapproves if. 8. L□ APPRIASIAL CONTINGENCY: (if Checked) This Agreement is contingent upon Properly appraising at no less than the specified total purchase price. If there is a loan contingency, the appraisal contingency, shall be removed within □ Days After Acceptance. 9. M. ASSUMED OR "SUBJECT TO" FINANCING: Seller shall provide Buyer copies of all applicable notes and deeds of trust, loan balances and current interest rates (Loan Information). Seller represents that Seller is not definiquent on any payments due on any bans. Seller shall within the time specified in paragraph 21, provide written notice to Seller of any farms reasonably disapproved. Differences between estimated and actual loan balances shall be desired within the time specified in paragraph 21, provide written notice to Seller of any farms reasonably disapproved. Differences between estimated and actual loan balances shall be desired as	trust in lavor of \$ G. BALANCE OF P	Seller, on the terms and conditions set for PURCHASE PRICE (not including costs o	th in the attached addendum (C.A.R. Form f obtaining loans and other closing costs) to	SFA-14). be deposited S 200,000
I. LOAN CONTINGENCY shall remain in effect until the designated loans are funded, or assumed financing is approved (or □ Days After Acceptance, by which time Buyer shall give Selier written notice of Buyer's election to cancel this Agreement if Buyer is unable to obtain or assume the designated loans. If Buyer does not give Selier such notice, the contingency of obtaining the designated loans shall be removed by the method specified in paragraph 21.) J. LOAN APPLICATIONS: For NEW financing, within 5 for □ □ Days After Acceptance. (i) Buyer shall submit a loan application and credit report to lender or mortgage loan broker and (ii) Buyer shall notify Selfer in writing of the lender or mortgage loan broker to whom the documentation was submitted, and when. If Buyer fails to take any of these actions within this time, Selfer my cancel this Agreement in writing. K. ALL CASH OFFER: It this is an all cash ofter, Buyer shall, within 5 for □ □ Days After Acceptance, provide Selfer writine verification of sufficient funds to close this transaction. Selfer may cancel this Agreement in writing within 5 Days After (i) line to provide verification of sufficient funds to close this transaction. Selfer may cancel this Agreement in writing within 5 Days After (i) line to provide verification of sufficient states to contingency the appraisal contingency shall be removed within □ Days After Acceptance. L. □ APPRAISAL CONTINGENCY: (if checked) This Agreement is contingent upon Property appraising at no less than the specified in paragraph 21, provide the Loan Information Days After Acceptance. M. ASSUMED OR "SUBJECT TO" ETHANCING: Selfer shall provide Buyer copies of all applicable notes and deds of trust, loan bilances and current interest rates ('Loan Information'). Selfer represents that Selfer is not delinquent on any payments due on any bytans. Selfer shall, within the lime specified in paragraph 21, provide the Loan Information Days. Buyer, Buyer shall, within the Etme specified in paragraph 21, provide written notice				
Acceptance, by which time Buyer shall give Seller written notice of Buyer's election to cancel this Agreement if Buyer is unable to obtain or assume the designated loans. If Buyer does not give Seller such notice, the contingency of obtaining the designated loans shall be removed by the method specified in paragraph 2.1.) J. LOAN APPLICATIONS: For NEW financing, within 5 (or				
rephrasing, or amending this Agreement, without further written instructions from both parties. Escrow Holder shall conform its conduct in accordance with the terms of this Agreement. Buyer and Seller are advised that Escrow Holder may require them to sign additional instructions for matters not covered by this Agreement, but which do not alter the terms of this Agreement. Seller hereby irrevocably assigns to Broker's the compensation specified in paragraph 39, and irrevocably instructs Escrow Holder to disburse that compensation to Brokers from Seller's proceeds, at close of escrow. These compensation instructions can only be amended or revoked with the consent of Brokers. Buyer and Seller agree that for the purpose of Broker compensation, Brokers are third-party beneficiaries of this Agreement. Close Of Escrow shall occur. Days After Acceptance (or Days After Acceptance, at least Days before Close Of Escrow, or Days After Acceptance, at least Days before Close Of Escrow, or Possession and occupancy, subject to the rights of tenants under existing leases, shall be delivered to Buyer on close of escrow, not later than days after close of escrow, or Pages. Buyer's Initiats Days The California association of Realtons* (can.), no Representation is made as to the Legal Validity or Acceptance, or Any Provision in Any Specific Transactions. A Real Estate Broker is the Person Qualified to Advise On Real Estate Transactions. If you desire Legal Validity or Real Estate Broker is the Person Qualified to Advise On Real Estate Transactions. If you desire Legal on Tax Advice, Consult an Appropriate Professional. The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this force, or any portion troreof, by photocopy machine or any other means, including facsinite or computerized formats. Copyright 1993-1993. California ASSOCIATION OF REALTORS® INC. ALL RIGHTS RESERVED.	Acceptance, by withe designated to specified in parag. J. LOAN APPLICAT report to lender documentation with the sufficient funds to Buyer fails to proc. If there is a contingency, the contingency, the time specified notice to Seller of by cash down parassumption of an and Seller are activered.	which time Buyer shall give Seller written no ans. If Buyer does not give Seller such no graph 21.) TIONS: For NEW financing, within 5 (or or mortgage loan broker and (ii) Buyer as submitted, and when. If Buyer fails to IER: If this is an all cash ofter, Buyer shall oclose this transaction. Seller may cancel vide verification; or (ii) receipt of verification of the contingency, the appraisal conting appraisal contingency, the appraisal conting appraisal contingency, the appraisal contingency shall be removed "SUBJECT TO" FINANCING: Seller sistes ('Loan Information'). Seller represent it in paragraph 21, provide the Loan Information any items reasonably disapproved. Differ syment. Impound accounts, if any, shall be existing loan may not release Seller frouviered to consult with legal counsel regulations.	blice of Buyer's election to cancel this Agreentice, the contingency of obtaining the designation of the lender shall notify Selfer in writing of the lender ake any of these actions within this time, Se, within 5 (or	nent if Buyer is unable to obtain or assume ted loans shall be removed by the method or shall submit a loan application and credit or mortgage loan broker to whom the liter may cancel this Agreement in writing tance, provide Seller written venlication of ct. (i) time to provide verification expires, if the loss than the specified total purchase intingency is removed. If there is no loan its due on any loans. Seller shall, within specified in paragraph 21, provide written ances shall be adjusted at close of escrowed to Seller. Seller is advised that Buyer's uired subject to an existing loan, Buyer all the loan due, and the consequences
Buyer's Initials (rephrasing, or amend with the terms of this covered by this Agre specified in paragrap escrow. These compe of Broker compensation (a) 3 3 2000 a Days After occupancy, subject to	ting this Agreement, without further written Agreement. Buyer and Seller are advise terment, but which do not alter the terms of 39, and irrevocably instructs Escrow hensation instructions can only be amende ion, Brokers are third-party beneficiaries of a Secroman (date). Buyer and Seller secretable in the seller secretable in the seller seller sellers. Days to the rights of tenants under existing lease	n instructions from both parties. Escrow Holde d that Escrow Holder may require them to so of this Agreement. Seller hereby irrevocable Holder to disburse that compensation to Brid or revoked with the consent of Brokers. But of this Agreement. Close Of Escrow shall be shall deliver signed escrow instructions combefore. Close Of Escrow, or	er shall conform its conduct in accordance ign additional instructions for matters not ly assigns to Broker's the compensation obers from Seller's proceeds, at close of uyer and Seller agree that for the purpose cur Days After Acceptance (or Days After Acceptance (or Days After Acceptance (or Days After Acceptance (or
Buyer's Initials (*	
THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS* (C.A.R.), NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion insecol, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1993-1993. CALIFORNIA ASSOCIATION OF REALTORS® INC. ALL RIGHTS RESERVED.				1 ofPages.
The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any pertion thereof, by photocopy machine or any other means, including lacsimile or computerized formats. Copyright © 1993-1993, CALIFORNIA ASSOCIATION OF REALTORS® INC. ALL RIGHTS RESERVED.	THIS FORM HAS BEEN APP ADEQUACY OF ANY PRO	PROVED BY THE CALIFORNIA ASSOCIATION IN ANY SPECIFIC TRANSACTION.	OF REALTORS (C.A.R.), NO REPRESENTATION A REAL ESTATE BROKER IS THE PERSON) (
	The copyright laws of photocopy machine or	the United States (Title 17 U.S. Code any other means, including facsimile) forbid the unauthorized reproduction of	t this force, or any portion increat, by 933-1938, CALIFORNIA ASSOCIATION
THE CLOSE SOURCE VIRGIL AVAIDURE LOS ADDRIES CARROTTIA SOURCE		buled by: INESS SERVICES, INC. CALIFORNIA ASSOCIATION OF REALTORS®	REVISED 10/98	Reviewed by Broker

Date _____

Property Address: 7355-027-00/ and 7355-027-002	Date: 4-20-2000
3. KEYS: At the time possession is made available to Buyer, Seller shall provide keys and/or means to operate	all Property locks, mailboxes, security
systems, alarms, and garage door openers. If Property is a unit in a condominium or subdivision, Buyer in Owner's Association (*OA*) to obtain keys to accessible OA lacilities.	hay be required to pay a deposit to the
 ALLOCATION OF COSTS: (Check boxes which apply. If needed, insert additional instructions in blank lines GOVERNMENTAL TRANSFER FEES: 	:.)
A. So Buyer Do Seller shall pay County transfer tax or transfer fee. 50 / 50 SPL/7 B. Do Buyer Of Seller shall pay City transfer tax or transfer fee. 50 / 50 SPL/7	
TITLE AND ESCROW COSTS:	
C. SeBuyer Seller shall pay for owner's title insurance policy, issued by Penningula	Eccrow company.
(Buyer shall pay for any title insurance policy insuring Buyer's Lender, unless otherwise agreed.) D. Seller shall pay escrow lee 50/50 SPLIT Escrow holder shall be	
SEWER/SEPTICAVELL COSTS:	
E. Buyer Seller shall pay for sewer connection, if required by Law prior to Close Of Escrow. F. Buyer Seller shall pay to have septic or private sewage disposal system inspected.	
G. Buyer Sellor ehalf pay to have wells tested for water quality, potability, productivity, and recovery remaining the sellor ehalf pay to have wells tested for water quality, potability, productivity, and recovery remaining the sellor ehalf pay to have well steed for water quality.	rate.
OTHER COSTS:	
H. Buyer Seller shall pay Owners' Association transfer fees. I. Buyer Seller shall pay Owners' Association document preparation fees	
J. Buyer Seller shall pay for zone disclosure reports.	
K. Buyor Seller shall pay the cost of compliance with any other minimum mandatory government ret as a condition of closing escrow under any Law.	
5. TITLE AND VESTING:	
A. Within the time specified in paragraph 21, Buyer shall be provided a current preliminary (tille) report (whissue a policy of title insurance, and may not contain every item affecting title). Buyer shall, within the	
written notice to Seller of any items reasonably disapproved.	ume specified in paragraph 21, provide
B. At Close Of Escrow, Buyer shall receive a grant deed conveying title, including oil, mineral and water	
shall be subject to all encumbrances, easements, covenants, conditions, restrictions, rights, and other re to Buyer prior to Close Of Escrow, unless disapproved in writing by Buyer within the time specified in p	
subject to any liens against the Property, except for those specified in the Agreement. Buyer shall receive	a CLTA title insurance policy. (An ALTA
policy, which may require a survey, may provide greater coverage for Buyer. If Buyer chooses this policy shall be paid for by Buyer.) The title company, at Buyer's request, can provide information about available.	
insurance coverages. Title shall vest as designated in Buyer's escrow instructions. THE MANNER OF TA	
LEGAL AND TAX CONSEQUENCES. 6. CONDITION OF PROPERTY:	
A. EXCEPT AS SPECIFIED IN THIS AGREEMENT, Property is sold "AS IS," WITHOUT WARRANTY, i.	n its PRESENT physical condition.
B. PROPERTY MAINTENANCE: Unless otherwise agreed, Property, including landscaping and grounds,	
same condition as on the date of Acceptance. C. INSPECTIONS AND DISCLOSURES: Buyer's right to inspect the Property and disapprove of its con-	ndition based upon items discovered in
Buyer's inspections, shall be governed by the procedure in paragraphs 9 and 21. SELLER IS OBLIGATE	ED TO DISCLOSE KNOWN MATERIAL
FACTS AND TO MAKE OTHER DISCLOSURES REQUIRED BY LAW, WHETHER OR NOT SELLE: PROPERTY.	R WARRANTS ANY ASPECT OF THE
7. FIXTURES: All EXISTING lixtures and fittings that are attached to the Property, or for which special opening	s have been made, if owned by Seller,
are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens an FIXTURES EXCLUDED: Restanted free of liens and fixtures excluded.	nd "AS IS," unless specifically warranted.
Within the time specified in paragraph 21, Seller shall give Buyer a list of fixtures not owned by Seller. Buyer	r, within the time specified in paragraph
21, shall nouty Seller in writing of any disapproval.	
 PERSONAL PROPERTY: A complete inventory of all personal property of Seller currently used in the opera purchase price, shall be delivered to Buyer within the time specified in paragraph 21. Buyer, within the time 	
Seller in writing of any disapproval. Seller shall deliver title to the personal property by Bill of Sale, free of a	ill liens and encumbrances, and without
warranty of condition, except As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a	UCC-1 Financing Statement to be filed
with the Secretary of State, covering the personal property included in the purchase, replacement thereof, a	nd any insurance proceeds.
 BUYER'S INVESTIGATION OF PROPERTY CONDITION: Buyer's Acceptance of the condition of the Proper as specified in this paragraph and paragraph 21. Buyer shall have the right, at Buyer's expense, to conduct in 	,
and other studies ("Inspections"), including the right to inspect for wood destroying pests and organisms.	No Inspections shall be made by any
governmental building or zoning inspector, or government employee, without Seller's prior written conse improvements may not be built according to codes or in compliance with current Law, or have had	
time specified in Paragraph 21, complete these inspections and notify Seller in writing of any items reas	,
Property available for all Inspections. Buyer shall: keep Property free and clear of liens; indemnify and hold demands, camages and costs; and repair all damages arising from Inspections. Buyer shall carry, or Buyer	
behalf to carry, policies of liability, worker's compensation, and other applicable insurance, defending and protein	ecting Seller from liability for any injuries
to persons or property occurring during any work done on the Property at Buyer's direction, prior to Close C protections may be afforded Seller by recording a notice of non-responsibility for work done on the Property	
Buyer shall give Seller, at no cost, complete copies of all Inspection reports obtained by Buyer concerning the	•
and electricity on for Buyer's Inspections, and through the date possession is made available to Buyer.	
10. SENVIRONMENTAL SURVEY: Within Days After Acceptance, Buyer shall be provided a phase one e obtained by & Buyer, Seller, Buyer, within the time specified in paragraph 21, shall provide Seller with v	
11, ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: (1) Federal, state, and local	legislation impose liability upon existing
and former owners and users of real property, in applicable situations, for certain legislatively defined, envi Broker has made no representation concerning the applicability of any such law to this transaction, or to E	
indicated in this Agreement; (3) Broker(s) has/have made no representation concerning the existence, tes	ling, discovery, location and evaluation
offor, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the each advised to consult with technical and legal experts concerning the existence, testing, discovery, location	
by, environmentally hazardous substances, if any, located on or potentially affecting the Property.	and grandered direct and tisks poses
12. AMERICANS WITH DISABILITIES ACT: The Americans With Disabilities Act ("ADA") prohibits discrimination	•
ADA affects almost all commercial facilities and public accommodations. The ADA can require, among oth accessible to the disabled. Different requirements apply to new construction, alterations to existing building	•
buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies ma	ly be incurred if the Property is not in
compliance. A real estate broker does not have the technical expertise either to determine whether a building it or to advise a principal on those requirements. Buyer and Seller are advised to contact an attorney, contract	· · · · · · · · · · · · · · · · · · ·
professional of his/her own choosing to determine to what degree, if at all, the ADA impacts upon that princip	
Buyer and Selier acknowledge receipt of copy of this page, which construes Page 2 on Pages.	are as use and
Buyer's Initials () () Seller's Initials () ()	OFFICE USE ONLY
PRINT DATE REVISED 10/98	or Designee

- 13. PRORATIONS AND PROPERTY TAXES: Unless otherwise agreed in writing, real property taxes and assessments, interest, rents, other revenue utilities, OA regular, special, and emergency dues and assessments imposed prior to Close of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments which are now a lien shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow. Prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and OA special assessments that are now a lien but not yet due, shall be assumed by Buyer WITHOUT CREDIT toward the purchase price. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (1) For periods after Close Of Escrow, by Buyer; and, (2) For periods prior to Close Of Escrow, by Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Exceptions:
- 14. SELLER DISCLOSURES: Within the time specified in paragraph 21, Seller, shall provide to Buyer, in writing, the following disclosures and Information. Buyer shall then, within the time specified in paragraph 21, investigate the disclosures and information, and provide written notice to Seller of any item disapproved.
 - A. ZONE DISCLOSURES: Special Flood Hazard Areas; Potential Flooding (Inundation) Areas; Very High Fire Hazard Severity Zones; State Fire Responsibility Areas; Earthquake Fault Zones; Seismic Hazard Zones, or any other federal, state, or locally designated zone for which disclosure is required by Law.;
 - B. BOOKLETS AND GUIDES: Earthquake Guide (and disclosures), if required by law, and Environmental Hazards Booklet.
 - C. STRUCTURAL MODIFICATIONS: Any known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.
 - D. GOVERNMENTAL COMPLIANCE: Any improvements, additions, alterations, or repairs ("Improvements") made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals.
 - E. VIOLATION NOTICES: Any notice of violations of city, county, state, or federal building, zoning, fire, or health laws, codes, statutes, ordinances, regulations, or rules filed or issued against the Property and actually known to Seller.
 - MISCELLANEOUS ITEMS: Any of the following, if actually known to Seller: (1) any current pending lawsuit(s), investigation(s), inquiry(ies). actions, or other proceeding(s) affecting the Property, or the right to use and occupy it; (2) any unsatisfied mechanic or materialman lien(s) affecting the Property; and, (3) that any tenant of the Property is the subject of a bankruptcy.
- 15. SELLER DOCUMENTATION: Within the time specified in paragraph 21, Seller shall provide Buyer the following information. Buyer shall then, within the time specified in paragraph 21, investigate the information and provide written notice to Seller of any item disapproved.
 - A. SURVEYS, PLANS AND ENGINEERING DOCUMENTS: Copies of surveys, plans, specifications, and engineering documents, if any, in Seller's possession or control,
 - B. RENTAL SERVICE AGREEMENTS: (1) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (2) a rental statement including names of tenants, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates, or other benefits, if any, and a list of definquent rents and their duration. Seller represents that no tenant is entitled to any concession, rebate, or other benefit, except as set forth in these documents,
 - C. INCOME AND EXPENSE STATEMENTS: The books and records, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business, and used by Seller in the computation of federal and state income tax returns.
 - D. ESTOPPEL CERTIFICATES: Estoppel certificates completed by Seller or Seller's agent, acknowledging: (1) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (2) that no lessor defaults exist; and, (3) stating the amount of any prepaid rent or security deposit. Estoppel certificates shall be signed by tenants or, if a tenant does not sign, by Seller or Seller's agent, who shall indicate whether or not the signature is binding upon the tenant
 - E. PERMITS: If in Seller's possession, copies of all permits and approvals concerning the Property, obtained from any governmental entity, including, but not limited to, Certificates of Occupancy, Conditional Use Permits, Development Plans, and licenses and permits pertaining to the operation of the Property.
- 16. CHANGES DURING ESCROW:
 - A. Prior to Close Of Escrow, Seller may only engage in the following acts (collectively "Changes") subject to Buyer's rights in paragraph 16B: (1) rent or lease any vacant unit or other part of the premises; (2) alter, modify, or extend any existing rental or lease agreement; (3) enter into, alter, modify or extend any service contract(s); or (4) change the status of the condition of Property.
 - B. Seller shall give written notice to Buyer of any proposed Changes. Buyer, within the time specified in paragraph 21, shall notify Seller in writing of disapproval of any such proposed Change. If Buyer disapproves, Seller shall not make the proposed Change.
- 17. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current law, shall be transferred to Buyer on Close Of Escrow, Seller shall notify each tenant, in compliance with the Civil Code
- 18. REPAIRS: Repairs under this Agreement shall be completed prior to Close Of Escrow, unless otherwise agreed in writing. Work to be performed at Seller's expense may be performed by Seller or through others, provided that work complies with applicable laws, including governmental permit, inspection, and approval requirements. Repairs shall be performed in a skillful manner with materials of quality comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible.
- 19. WITHHOLDING TAXES: Seller and Buyer agree to execute and deliver any instrument, affidavit, statement, or instruction reasonably necessary to comply with federal (FIRPTA) and California withholding Laws, if required (such as C.A.R. Form AS-11).
- 20. BROKERAGE: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, or finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify, dolend, and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representations in this paragraph.
- 21. TIME PERIODS/DISAPPROVAL RIGHTS/REMOVAL OF CONTINGENCIES/CANCELLATION RIGHTS:
 - A. TIME PERIODS: The following time periods shall apply, unless changed by mutual written agreement:
 - (1) SELLER HAS: 5 (or [] _) Days After Acceptance or, as applicable, discovery, to request (or if no request is necessary, to complete) and 2 Days After receipt (or completion) to provide to Buyer all reports, disclosures, and information for which Seller is responsible under paragraphs 1M, 4, 5, 7, 8, 14, 15, and 16.
 - (2) BUYER HAS: (a) 10 (or 🗆 ______) Days After Acceptance to complete all Inspections, investigations, and review of reports and other applicable information for which Buyer is responsible and 30 (or [] _ _)Days After Acceptance to complete geologic, soil and environmental inspections. WITHIN THIS TIME, Buyer must either disapprove in writing any items which are unacceptable to Buyer, or remove any contingency or disapproval right associated with that item by the active or passive method, as specified below; _) Days After receipt of (i) environmental survey in paragraph 10, and (ii) each of the items in paragraph 21A(1) to either disapprove in writing any items which are unacceptable to Buyer, or to remove any contingency or disapproval right associated with that item, by the active or passive method, as specified below.
 - (3) SELLER'S RESPONSE TO BUYER'S DISAPPROVALS: Seller shall have 5 (or -_) Days After receipt of Buyer's written notice of items reasonably disapproved, to respond in writing. If Seller refuses or is unable to make repairs to, or correct, any items reasonably disapproved by Buyer, or if Seller does not respond within the time period specified. Buyer shall have 5 (or 🗆 __ receipt of Seller's response, or after the expiration of the time for Seller to respond, whichever occurs first, to cancel this Agreement in writing

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Buyer and Seller acknowledge Buyer's Initials (receipt of copy of th	is page, which consલી	Lex Page 3	ol Pages.
Buyer's Initials (_) ()	Seller's Initials (12) L	
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OFFICE USE ONLY Reviewed by Broker or Designee _

REWSED 10/98

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Seller's Initials (

OFFICE USE ONLY

Buyer and Selfer acknowledge receipt of copy of this page, which con-

Buyer's Initials (

PRINT DATE R DEC 89

1-001 and 7355-027-002 Property Address: 28. SELECTION OF SERVICE PROVIDERS: If Brokers give Buyer or Seller referrals to persons, vendors, or service or product providers ("Providers"). Brokers do not guarantee the performance of any of those Providers, Buyer and Seller may select ANY Providers of their own choosing. 29. TIME OF ESSENCE: ENTIRE CONTRACT: CHANGES: Time is of the essence. No extension of time or waiver for performance of any act or obligation shall be deemed an extension of time or waiver for any other act or obligation. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The captions in this Agreement are for convenience of reference only and are not intended as part of this Agreement. This Agreement may not be extended, amended, modified, altered, or changed except in writing signed by Buyer and Seller. 30. ASSIGNMENT: Buyer shall not assign all or any part of its interests in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld, unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of its obligations pursuant to this Agreement. 31. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein. 32. COPIES: Seller and Buyer each represent that copies of all reports, documents, certificates, approvals, and other documents which are furnished to the other are true, correct, and unaffered copies of the original documents, if the originals are in the possession of the furnishing party. 33. GOVERNING LAW: This Agreement shall be governed by the laws of the state of California. 34. AUTHORITY: Any person or persons signing this Agreement represent(s) that such person has full power and authority to bind that person(s) principal, and that the designated Buyer and Selfer has full authority to enter into and perform this Agreement. Entering into this Agreement, and the completion of the obligations pursuant to this contract, does not violate any Articles of Incorporation, By Laws, Partnership Agreement, or other document governing the activity of either Buyer or Seller. 35. OTHER TERMS AND CONDITIONS, including ATTACHED SUPPLEMENTS ☐ Buyer Inspection Advisory (C.A.R. Form BIA-14) ☐ Seller Financing Addendum and Disclosure (C.A.R. Form SFA-14) L. Buyer must have final signed copy of contract delivered to Siller or Schers agent by 5/3/2000. 2. Ruyer will pay up to \$8,000 toward relocation of current transt. B. Seller will pay up to \$10,000 toward relocation of current tenant after the City (buyer) pays up to \$8,000 for relocation expenses. The \$10,000 will be withfulf in an escrow account with any remaining amount to be refunded to seller with in 6 months ofter close of eschow Ruyer will use dur dillyrace to complete the relocation within 60 days after close of escreward to refund the \$10,000 or remaining portion, it any to the seller within days after close 06 4. Seller represents and warrants that Seller has no Knowl any Nazardans Substances in, on, or under any part Property. Substances Bazardous "include material defined or designated as hazardous or other similar term by cany Fed Tral state statuti, regalation, or ordinance presently in effect. Seller represents and warrente that Seller has disclosed all informate concerning the Property of which Seller is awarr which may materially a frect the value of the Property and/or Buyers in Kormatici continued 2 bility to utilize the Proprity 5. Buyer, at Buyers option, may pressed a presse environmental survey report paid for and obt buyyr. 36. NOTICES: Whenever notice is given under this Agreement, each notice shall be in writing, and shall be delivered personally, by facsimile, or by mail, postage prepaid. Notice shall be delivered to the address set forth below the recipient's signature of acceptance. Either party may change its notice address by providing notice to the other party. 37. AGENCY CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction: Listing Agent: The Bentley Real (staff Graphint Firm Name) is the agent of (check one): ☐ the Seller exclusively; or both the Buyer and Seller. Selling Agent: The Bentley Regl Estate Grosp (Print Firm Name) (if not same as Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or Schoth the Buyer and Seller. (In all transactions, a broker may not act for more then one party without the knowledge or consent of all parties.) Buyer and Seller acknowledge receipt of copy of this page, which const OFFICE USE ONLY Buyer's Initials (__) (___) Seller's Initials Reviewed by Broker or Designee _ REVISED 10/98 PRINT DATE R DEC 99 Date

MASTER CORY

38. OFFER: This is an offer to purchase the F you on the above terms and conditions. All paragraphs with spaces ic allals by Buyer and Seller
are incorporated in this Agreement only if initialed by all parties. If at least one byt not all parties initial, a counter offer is required until agreement
is reached. Unless Acceptance of Offer is signed by Seller, and a signed copy delivered in person, by mail, or facsimile, and personally received.
by Briver, or by TDL 1A D CYAD R 7 who is authorized to receive it, by 5~3~2,000 (date) at 5000 AM/PM.
the offer shall be deemed revoked and the deposit shall be returned. Buyer has read and acknowledges receipt of a copy of the offer and agrees
to the above confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer agrees to pay Brokers'
compensation. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be signed in two or
more counterparts, all of which shall constitute one and the same writing.

Buyer and Seiler acknowledge and agree that Brokers: (a) Do not decide what price Buyer should pay or Seller should accept; (b) Do not guarantee the condition of the Property; (c) Shall not be responsible for defects that are not known to Broker(s); (d) Do not guarantee the performance or Repairs of others who have provided services or products to Buyer or Seller; (e) Cannot identify Property boundary lines; (f) Cannot verify inspection reports, square footage or representations of others; (g) Cannot provide legal or tax advice; (h) Will not provide other advice or information that exceeds the knowledge, education and experience required to obtain a real estate license. Buyer and Seller agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Date	Date
BUYER	BUYER
Ву	Ву
Name Printed	Name Printed
Title	Title
Address	Address
Telephone Fax	Telephone Fax
Notice Address, if different	Notice Address, if different
payable: (a) On recordation of the deed or other evidence of title; or, (c) if completion of sale is prevented by default of Buyer, only if an amount equal to one-half of the damages recovered, but not to and the expenses of collection, if any. In any action, proceeding or be entitled to reasonable attorney's fees and costs, except as provide 40. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner.	or of this Property or has the authority to execute this Agreement. Seller accepts conditions, and agrees to the above confirmation of agency relationships. Seller authorizes Broker to deliver a signed copy to Buyer.
S-An PEDRO CA 9073/	
Telephone 310/83/-2345 Fax	Telephone Fax
Notice Address, if different	Notice Address, if different
Address HOI Long Brach Blud. Long B Real Estate Broker (Listing Firm Name) The Bentley Regl Address HOI Long Brach Blud. Long B	Cotop Greep By - Julian Color Date 4-20-200 (1994 CA Telephone 7/3/69/4 Fax 562 426-421 E Cotop Greep By - Julian Cylor Date 4-20-200 6 Brack Telephone 7/3-69/4 Fax 90807
(Initials) ACKNOWLEDGMENT OF RECEIPT: Buyer or authority AWPM.	zed agent acknowledges receipt of signed Acceptance on (date)

PRINT DATE

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR $^{\otimes}$. REALTOR $^{\otimes}$ is a registered collective

membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

REVISED 10/98

Page 6 of _____ Pages.

LICENSE AGREEMENT

This License Agreement ("License") is made and entered into as of <u>DECEMBERC</u>, 2000, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, pubic and politic, of the State of California ("AGENCY") Century Dental Plan, a California corporation ("LICENSEE").

RECITALS:

- A. AGENCY is the owner of fee title to property located at 1940-1960 Torrance Blvd., Torrance, California, which includes a parking lot.
- B. LICENSEE operates a business located at 1270 Sartori Avenue, Torrance, California.
- C. LICENSEE desires to use four parking spaces owned by the AGENCY for employee parking.

AGREEMENT:

1. PREMISES

AGENCY grants LICENSEE a license to occupy and use for parking, subject to all terms and conditions stated, four designated parking spaces in the AGENCY-owned parking lot located at 1940-1960 Torrance Blvd., as depicted in Exhibit A (the "Premises"). Premises is defined as the four designated parking spaces only and does not include the adjacent walls and structures.

2. USE

The Premises may be occupied and used by LICENSEE only for the purpose of employee parking.

3. TERM

The term of this License will be on a month-to-month basis commencing on the Effective Date written above.

4. COMPENSATION

- A. LICENSEE agrees to pay AGENCY in advance, on the first day of each month the sum of \$200 ("Minimum Monthly Fee"). If this License does not commence on the first day of a calendar month or end on the last day of a calendar month, LICENSEE will pay prorated rent for the first and last month, as the case may be, in the amount of 1/30th of the Minimum Monthly Fee times the number of days for which the fee is being prorated.
- B. All rent payable to the AGENCY will be paid, without abatement, deduction or offset, to the Finance Department of the City of Torrance located at 3031 Torrance Blvd., Torrance, California, 90503.



5. COMPLIANCE WITH LAW

· 1000 100 45 25 25 26 46 17

LICENSEE agrees to comply with the Redevelopment Plan for the Downtown Redevelopment Project Area and all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the Premises.

6. SECURITY AND MAINTENANCE

Security and maintenance of the Premises will be the responsibility of the LICENSEE. LICENSEE agrees to maintain the Premises in a neat and sanitary condition.

7. ALTERATIONS

LICENSEE may not make or permit any alterations or additions to the Premises.

8. SURRENDER

At the expiration of the term of this License, LICENSEE must surrender the Premises to the AGENCY in the same condition as received, reasonable wear and tear excepted.

9. INDEMNIFICATION

LICENSEE will indemnify, pay for cost of defense, and hold harmless AGENCY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss. The obligation to indemnify, pay for cost of defense, and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of LICENSEE, its officers, employees, agents, sublicensees or vendors. It is further agreed, LICENSEE's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of AGENCY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of AGENCY, its officers, employees or agents.

10. INSURANCE

LICENSEE shall furnish the AGENCY a certificate of liability insurance for the premises in the amount of \$1,000,000 combined single limit and naming the AGENCY, the City Council, each member thereof and each officer and employee of the AGENCY as an additional insured on the policy. The certificate of insurance will be filed with this LICENSE in the office of the City Clerk.

11. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 - 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 - 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

LICENSEE Dr. Campbell

Century Dental Center 117 So. Los Robles Ave. Pasadena, CA 91101 Fax: (626) 449-4932

AGENCY: Clerk of the Redevelopment Agency

City of Torrance

3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

12. DEFAULT

The occurrence of any one or more of the following events will constitute a default and breach of this License by LICENSEE:

- A. The failure to pay the Minimum Monthly Fee within three days of its due date; or
- B. The failure to perform any of LICENSEE's obligations under this License, other than the obligation to pay the Minimum Monthly Fee, more than five days after written notice from the AGENCY.

13. PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING LICENSEE may not at any time during the term of this License assign, sublease or transfer this License.

14. <u>INTEGRATION; AMENDMENT</u>

This License represents the entire understanding of AGENCY and LICENSEE as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this License. The License may not be modified or altered except in writing signed by both parties.

15. INTERPRETATION

The terms of this License should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this License or any other rule of construction that might otherwise apply.

16. SEVERABILITY

If any part of this License is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the License will remain in full force and effect.

17. GOVERNING LAW: JURISDICTION

This License will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the License will be in Los Angeles County, California.

18. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this License.

19. ATTORNEY'S FEES

Except as provided for in Paragraph 9, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this License (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this License, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

20. EXHIBITS

All exhibits identified in this License are incorporated into the License by this reference.

21. LICENSEE'S AUTHORITY TO EXECUTE

The person(s) executing this License on behalf of the LICENSEE warrant that (i) the LICENSEE is duly organized and existing; (ii) they are duly authorized to execute this License on behalf of the LICENSEE; (iii) by so executing this

License, the LICENSEE is formally bound to the provisions of this License; and (iv) the entering into this License does not violate any provision of any other License to which the LICENSEE is bound.

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE,

A body, public and politic of the

State of California

Dee Hardison Chairperson

CENTURY DENTAL PLAN,

a California Corporation

David S. Campbell, CEC

ATTEST:

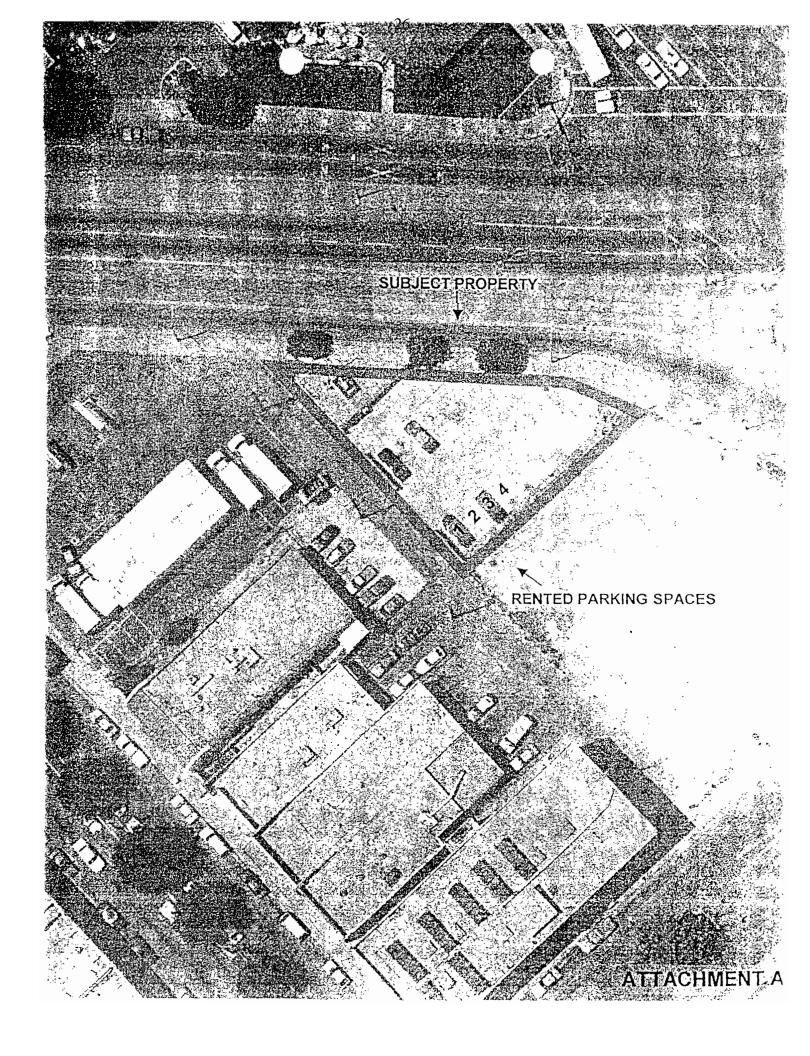
Sue Herbers, Clerk of the Redevelopment Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III City Attorney

Heather K. Whitham
Deputy City Attorney

Attachment: Exhibit A- Premises



REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

March 18, 2003

At 5:30 p.m., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance.

- 1. Roll Call
- 2. Motion to Accept & File Report on Posting of Agenda
- 3. Approval of Minutes: March 11, 2003
- 4. Communications and Other Business:
 - a. A recommendation of the Land Management Team for the Redevelopment Agency to authorize the Chair to Execute and Agency Clerk to Attest to a Lease by and between the Redevelopment Agency and J.J. Foods, Inc. for Agency owned property located at 1956 Torrance Boulevard for a period of 3 years with one 3 year option.
- 5. Hearings: None
- 6. Report of the Director and Other Officers
- 7. Report of Committees
- 8. Addendum Matters
- 9. Oral Communications
- 10. Request for Executive Session: None

toly from

JEFFERYW. GIBSON

Deputy Executive Director

Adjournment

SUE NERBERS Clerk of the Agency

ROLL CALL: Lieu, Mauno, McIntyre, Nowatka, Scotto, Witkowsky and Walker

Redevelopment Agency Meeting of March 18, 2003

AGENCY AGENDA ITEM 4A

Honorable Chair and Members of the Torrance Redevelopment Agency City Hall Torrance, California

Members of the Agency:

SUBJECT: Lease of Agency owned property located at 1956 Torrance Boulevard

RECOMMENDATION

A recommendation of the Land Management Team for the Redevelopment Agency to authorize the Chair to Execute and Agency Clerk to Attest to a Lease by and between the Redevelopment Agency and J.J. Foods, Inc., for Agency owned property located at 1956 Torrance Boulevard for a period of 3 years with one 3 year option.

Funding:

There is no funding required for this action. If approved the Lease will generate \$7,200.00 annually.

BACKGROUND

The Agency purchased the subject property in 2000 for \$210,000. The building is approximately 1000 square feet and has 14 parking spaces, four of which are rented at \$50.00 per month. The site was originally purchased for demolition and conversion to parking. The building is currently vacant.

ANALYSIS

The area of the subject site was originally purchased to Lease space for parking. The utilization of space for parking has been unrealized and therefore the site was not demolished to increase the parking area. The proposed Lessee, J.J. Foods, Inc., proposes to rent the building as a catering kitchen.

The building currently is in a state of disrepair. The proposed tenant understands the building condition and will, at their expense, bring the building up to code before occupying.

The rent structure is \$600.00 per month with annual Consumer Price Index (CPI) increases. Term is for 3 years with one 3-year option. The rental range for the downtown area is approximately \$.50 to \$1.00 per foot. The proposed rental amount is \$.60 per foot. The rent structure is based on the buildings odd configuration, lack of access and the need for substantial tenant improvements prior to occupying.

Respectfully submitted,

LeROY J. JACKSON Executive Director

EXCOUNTED DISCOLOR

Brian K. Sunshine

Assistant to the Executive Director

By: / / / (

Michael G. Bihn Planning Manager

Redevelopment & Housing

Concur:

Jeffer W. Gibson

Deputy Executive Director

LeRoy J. Jackson

Executive Director

Attachments: Lease

LEASE

THIS LEASE is made and entered into this 18th day of 2003, by and between the REDEVELOPMENT AGENCY of the CITY OF TORRANCE, a body politic, hereinafter referred to as "Agency," and JJ FOODS, INC., a California corporation, referred to hereinafter as "Lessee."

RECITALS:

WHEREAS, The Agency is the owner of certain real property at 1956 Torrance Boulevard, located in the City of Torrance; and

WHEREAS, it is in the interest of th Downtown Torrance Redevelopment Project Area that this property be leased to Lessee to ehance business development in the Downtown Area; and

WHEREAS, said property, including the land and building, will not be required for any public purposes during the life of this Lease.

AGREEMENT:

1. PREMISES

For and in consideration of the rents, covenants and conditions herein contained, the Agency does hereby lease to Lessee the real property which includes building and four (4) assigned parking spaces further described in Exhibit "A" attached hereto.

2. TERM

The term of this Lease shall be for a period of 3 years from the date of execution of this Lease with one 3-year option to extend.

3. RENT

Lessee agrees to pay to the Agency as rent for said leased premises the sum of Six Hundred Dollars (\$600) per month, commencing on the first day of the month following the execution of this Lease and on the first day of each month thereafter during the term of this Lease.

A. Cost of Living Adjustment. Commencing on the first day of the twelfth (12) full calendar month following the Commencement Date, and continuing each anniversary thereafter ("CPI Rent Adjustment Date"), the Minimum Basic Rent for the Leased Premises shall be increased by the sum of the CPI Increase Amount for each of the one (1) Year preceding the CPI Rent Adjustment Date. The CPI Increase Amount for each Lease Year shall be equal to the greater of (i) three percent (3%) of the Minimum Basic Rent payable on the last month of the Lease Year or (ii) the percentage increase in the Consumer Price Index, All Urban Consumer (1982-4=100) for the Los Angeles-Riverside-Orange County CMSA (the "Index") issued by the United States Bureau of Labor Statistics, Department of Labor (the "Bureau") for that Lease Year, not to exceed six percent (6%) of the Minimum Basic Rent payable as of the last month of that Lease Year. The percentage increase in the Index for each Lease Year shall be determined by dividing the Index published most immediately preceding the last day of the Lease Year by the Index published twelve (12) months prior. In the event the Index is not published in the month that is twelve (12) months prior, the Index utilized shall be the Index published for the month which is closest chronologically.

If the Bureau shall revise the Index, the parties shall accept the method of revision or conversion recommended by said Bureau. If said Index shall be discontinued with no recommended substitute, another consumer price index for the Los Angeles Metropolitan area which includes the City of Torrance, and which is generally recognized as authoritative, shall be substituted by agreement of the parties. If the parties are unable to agree within thirty (30) days after demand by either party, on application of either party, a substitute index shall be selected by the Chief Officer of the San Francisco Regional Office of the Bureau of Labor Statistics, or its successor.

4. USE

Said leased premises shall be used for a wholesale catering kitchen without retail sales on site. Lessee has the exclusive right to use four (4) parking spaces as described in Exhibit A, the Agency retains the right to rent or lease the remaining parking spaces to other Downtown Businesses. Lessee agrees not to utilize any of the residual parking spaces unless they are rented or leased from Agency by Lessee under a separate Agreement.

5. COVENANT TO USE

Lessee agrees to manage, operate, and maintain said leased premises as a facility during the entire term of this Lease in accordance with the uses provided in Paragraph 4 herein.

6. COMPLIANCE WITH LAW

Lessee agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to said leased premises or the operations of Lessee and the Redevelopment Plan.

7. NONDISCRIMINATION

Lessee agrees by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, handicaps, age national origin or ancestry, in the leasing, subleasing, transferring, use or enjoyment of the land herein leased; nor shall Lessee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased.

8. <u>ALTERATIONS</u>

Lessee acknowledes that facility is in a state of disrepair and that facility is being leased as is. No warranties or representations, either expressed or implied, are made as to the fitness of the premises for the use set forth in Paragraph 4. Lessee further acknowledges that at lessee's sole cost all repairs to facility required to conduct business are to be the sole cost of Lessee. Lessee shall not make or permit any alterations or additions to the structural portions of any building on said leased premises or construct or erect any improvements on said leased premises without first obtaining the written consent of the Agency.

9. SURRENDER

At the expiration of the term of this Lease, Lessee shall surrender said leased premises to the Agency in the same condition as received, reasonable wear and tear excepted, including, but not by way of limitation, any alterations, additions or improvements. Any alterations, additions or improvements shall become at once a part of said leased premises and shall remain for the benefit of the Agency. No portions of any buildings or structures thereon shall be removed from said leased premises or voluntarily destroyed or damaged without the prior written consent of the Agency.

10. MAINTENANCE

Lessee, at the sole cost and expense of Lessee, shall maintain said leased premises, including, but not limited to, the outside landscaping, and shall keep the same in good and sanitary condition and repair; provided, however, that the exterior of the premises, including landscaping, shall be in good repair and clean on the effective date of this Lease.

11. UTILITIES

A. Lessee agrees to pay before delinquency every charge, lien or expense accruing or payable during the term of this Lease in connection with the use of said leased premises, including, but not limited to, water, electricity, gas, telephone, refuse, and other utilities and services.

12. TAXES AND ENCUMBRANCES

Lessee agrees to pay before delinquency all taxes that shall be levied against its interest in said leased premises or that become a lien against said leased premises or its interest therein during the term of this Lease.

13. LIABILITY

Lessee agrees that its taking possession of the said leased premises shall be an acceptance of the safety and condition thereof. Lessee further agrees to hold the City, the City Council, and each member thereof, and every officer, employee and member of each Board or Commission and the Redevelopment Agency of the City of Torrance, and each member thereof, free and harmless from any and all liability and claim for damages by reason of any injury to any person or persons, including, but not limited to, Lessee, or property of any kind whatsoever and to whomsoever belonging, including, but not limited to Lessee, from any cause or causes whatsoever while in, upon, or in any way connected with the said leased premises during the term of this Lease, or any renewal or extension thereof, or any occupancy thereunder.

14. INSURANCE

A. The Lessee and its subcontractors must maintain at their sole expense the following insurance, which shall be full coverage not subject to self-insurance provisions.

- (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - (a) Primary Bodily Injury with limits of at least \$250,000 per person \$500,000 per occurrence and;
 - (b) Primary Property Damage with limits of at least \$100,000 per occurrence, or
 - (c) Combined single limits of at least \$500,000 per occurrence.
- (2) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of at least \$500,000 per occurrence.
- (3) Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$500,000.
- B. The insurance provided by Lessee will be primary and non-contributory.
- C. The Agency, and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. Lessee shall provide certificates of insurance and, or endorsements to the Agency Clerk before occupation of premises.
- E. Each insurance policy required by this clause shall contain a provision that no termination, cancellation or change of coverage can be made without 30 days notice to the Agency.

SUFFICIENCY OR INSURERS AND SURETIES:

Insurance required by this contact/purchase order will be satisfactory only if issued by companies rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category of a VII or better, unless these requirements are modified or waived by the City Risk Manager.

15. DESTRUCTION OR DAMAGE

If for any reason the building on said leased premises is destroyed or damaged beyond repair, then this Lease shall terminate and Lessee shall surrender the premises to the Agency. If, however, the damage to said building is repairable, as determined by agency, then the Lease shall remain in full force and effect, subject, however, to the right of the Agency to terminate the Lease in accordance with the provisions of Paragraph 2 and the duty of Lessee as provided in Paragraph 9. If the damage is deemed repairable, Agency will commence repair with due diligence, and if during such period of repair and restoration Lessee is prevented from using the full facilities as defined in this Lease, the rent shall be apportioned accordingly.

16. ASSIGNMENT AND SUBLETTING

- A. Lessee shall not assign or sublet this Lease or any interest therein or any part thereof without first obtaining the written consent of the Agency, and the giving of such consent shall not be a waiver of any rights to object to further or future assignments or subleases, but the consent to each successive assignment or sublease must be first obtained in writing from the Agency.
- B. The appointment of a receiver to take possession of all or substantially all of the assets of Lessee or a general assignment by Lessee for the benefit of creditors or any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this Lease by Lessee.

17. NOTICE

Whenever it shall be necessary for either party to serve notice on the other respecting this Lease, such notice shall be served by certified mail addressed to the City Clerk of the City of Torrance at 3031 Torrance Boulevard, Torrance, California 90503; or JJ Foods, 1261 Cabrillo Avenue, Suite 210, Torrance, CA 90501, unless and until different addresses may be furnished in writing by either party to the other. Such notice shall be deemed to have been served within 72 hours after the same has been deposited in a United States Post Office by certified mail, or immediately if personally served. This shall be a valid and sufficient service of notice for all purposes.

18. DEFAULT

In the event that Lessee does not remedy any breach or default in the performance of any of the terms, covenants, or conditions of this Lease within thirty (30) days after written notice of such breach or default has been given by the Agency to Lessee, the Agency shall have the right to reenter and repossess said leased premises without waiving any other rights or remedies provided by law.

19. SIGNS

P:\WORD\LMT\Leases\JJ Foods Lease.doc

Lessee agrees that no signs or advertising material, other than any existing signs, may be erected or maintained upon said leased premises without the prior written consent of the Executive Director of the Agency or his designee (who shall be named).

20. SUCCESSORS

Each and every term, covenant, and condition of this Lease shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto, but each and every one of the heirs, executors, administrators, successors, assigns and legal representatives of the parties hereto; provided, however, that any subletting or assignment by Lessee of the whole or any part of the leased premises or any interest therein shall be subject to the provisions of paragraph 15 of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the

date and year first written above.	
	REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE
	By
	JJ Foods, INC.
ATTEST:	By George Moussalli, President
Sue Herbers, Agency Clerk	
APPROVED AS TO FORM:	
JOHN L. FELLOWS III Agency Counsel	
By Ron Pohl Assistant Agency Counsel	

AGENCY MEETING of February 3, 2004

Honorable Chair and Members of the Redevelopment Agency City Hall Torrance, California

Members of the Agency:

SUBJECT: Termination of Lease of Agency-owned property located at 1956

Torrance Boulevard

RECOMMENDATION

A recommendation of the Land Management Team for the Redevelopment Agency to terminate the Lease by and between the Redevelopment Agency and J.J. Foods, Inc., for Agency-owned property located at 1956 Torrance Boulevard. Lease number R2003-002.

FUNDING

There is no funding required for this action. Lease termination will result in a revenue reduction of \$7,200.00 annually.

BACKGROUND

The agency purchased the subject property in 2000 for \$210,000. The building is approximately 1,000 square feet and has 14 parking spaces, four of which are rented at \$50.00 per month. The site was originally purchased for demolition and conversion to parking.

ANALYSIS

The Redevelopment Agency entered into a Lease with JJ Foods, Inc., in March 2003. The terms of the Lease were three years with one 3-year option. Rent is set at \$600.00 per month with annual CPI increases.

There has been a change in the ownership structure at JJ Food, Inc., and the current controlling interest in the business does not have a need for the property. Nothing has been done to upgrade or utilize the building since the inception of the Lease except as a storage area.



Staff would recommend that the Lease be terminated as of February 1, 2004 and that the building either be re-leased if there is interest or demolished to add additional parking to the downtown area.

Respectfully submitted,

LeROY J. JACKSON

Brian K. Sunskine

Assistant to the Executive Director

CONCUR:

Executive Director

Executive Director

Attachments: a) Letter requesting Lease termination

b) Lease R2003-002

J.J. Foods Inc. Gournet Prepared Foods

January 12, 2004

Mr. Brain Sunshine City of Torrance 3031 Torrance Blvd Torrance, CA 90509-2970

Dear Mr. Sunshine,

This letter is to inform you that JJ Foods would like to break their lease, R2003-002, for the property located at 1956 Torrance Blvd.

Please call 310-320-0141 for any further questions.

Sincerely,

David Davies President JJ Foods, Inc.

The Home of



22625 South Western Avenue • Torrance, CA 90501
Toll Free: 800-320-9945 • Tel: 310-320-2770 • Fax: 310-531-7398
Email: info@aioliristorante.com • www.aioliristorante.com

LEASE

THIS LEASE is made and entered into this day of March, 2003, by and between the REDEVELOPMENT AGENCY of the CITY OF TORRANCE, a body politic, hereinafter referred to as "Agency," and JJ FOODS, INC., a California corporation, referred to hereinafter as "Lessee."

RECITALS:

WHEREAS, The Agency is the owner of certain real property at 1956 Torrance Boulevard, located in the City of Torrance; and

WHEREAS, it is in the interest of th Downtown Torrance Redevelopment Project Area that this property be leased to Lessee to ehance business development in the Downtown Area; and

WHEREAS, said property, including the land and building, will not be required for any public purposes during the life of this Lease.

AGREEMENT:

1. PREMISES

For and in consideration of the rents, covenants and conditions herein contained, the Agency does hereby lease to Lessee the real property which includes building and four (4) assigned parking spaces further described in Exhibit "A" attached hereto.

2. TERM

The term of this Lease shall be for a period of 3 years from the date of execution of this Lease with one 3-year option to extend.

3. RENT

Lessee agrees to pay to the Agency as rent for said leased premises the sum of Six Hundred Dollars (\$600) per month, commencing on the first day of the month following the execution of this Lease and on the first day of each month thereafter during the term of this Lease.



A. Cost of Living Adjustment. Commencing on the first day of the twelfth (12) full calendar month following the Commencement Date, and continuing each anniversary thereafter ("CPI Rent Adjustment Date"), the Minimum Basic Rent for the Leased Premises shall be increased by the sum of the CPI Increase Amount for each of the one (1) Year preceding the CPI Rent Adjustment Date. The CPI Increase Amount for each Lease Year shall be equal to the greater of (i) three percent (3%) of the Minimum Basic Rent payable on the last month of the Lease Year or (ii) the percentage increase in the Consumer Price Index, All Urban Consumer (1982-4=100) for the Los Angeles-Riverside-Orange County CMSA (the "Index") issued by the United States Bureau of Labor Statistics, Department of Labor (the "Bureau") for that Lease Year, not to exceed six percent (6%) of the Minimum Basic Rent payable as of the last month of that Lease Year. The percentage increase in the Index for each Lease Year shall be determined by dividing the Index published most immediately preceding the last day of the Lease Year by the Index published twelve (12) months prior. In the event the Index is not published in the month that is twelve (12) months prior, the Index utilized shall be the Index published for the month which is closest chronologically.

If the Bureau shall revise the Index, the parties shall accept the method of revision or conversion recommended by said Bureau. If said Index shall be discontinued with no recommended substitute, another consumer price index for the Los Angeles Metropolitan area which includes the City of Torrance, and which is generally recognized as authoritative, shall be substituted by agreement of the parties. If the parties are unable to agree within thirty (30) days after demand by either party, on application of either party, a substitute index shall be selected by the Chief Officer of the San Francisco Regional Office of the Bureau of Labor Statistics, or its successor.

4. <u>USE</u>

Said leased premises shall be used for a wholesale catering kitchen without retail sales on site. Lessee has the exclusive right to use four (4) parking spaces as described in Exhibit A, the Agency retains the right to rent or lease the remaining parking spaces to other Downtown Businesses. Lessee agrees not to utilize any of the residual parking spaces unless they are rented or leased from Agency by Lessee under a separate Agreement.

5. COVENANT TO USE

Lessee agrees to manage, operate, and maintain said leased premises as a facility during the entire term of this Lease in accordance with the uses provided in Paragraph 4 herein.

6. COMPLIANCE WITH LAW

Lessee agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to said leased premises or the operations of Lessee and the Redevelopment Plan.

7. NONDISCRIMINATION

Lessee agrees by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, handicaps, age national origin or ancestry, in the leasing, subleasing, transferring, use or enjoyment of the land herein leased; nor shall Lessee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased.

8. ALTERATIONS

Lessee acknowledes that facility is in a state of disrepair and that facility is being leased as is. No warranties or representations, either expressed or implied, are made as to the fitness of the premises for the use set forth in Paragraph 4. Lessee further acknowledges that at lessee's sole cost all repairs to facility required to conduct business are to be the sole cost of Lessee. Lessee shall not make or permit any alterations or additions to the structural portions of any building on said leased premises or construct or erect any improvements on said leased premises without first obtaining the written consent of the Agency.

9. SURRENDER

At the expiration of the term of this Lease, Lessee shall surrender said leased premises to the Agency in the same condition as received, reasonable wear and tear excepted, including, but not by way of limitation, any alterations, additions or improvements. Any alterations, additions or improvements shall become at once a part of said leased premises and shall remain for the benefit of the Agency. No portions of any buildings or structures thereon shall be removed from said leased premises or voluntarily destroyed or damaged without the prior written consent of the Agency.

10. MAINTENANCE

Lessee, at the sole cost and expense of Lessee, shall maintain said leased premises, including, but not limited to, the outside landscaping, and shall keep the same in good and sanitary condition and repair; provided, however, that the exterior of the premises, including landscaping, shall be in good repair and clean on the effective date of this Lease.

11. UTILITIES

A. Lessee agrees to pay before delinquency every charge, lien or expense accruing or payable during the term of this Lease in connection with the use of said leased premises, including, but not limited to, water, electricity, gas, telephone, refuse, and other utilities and services.

12. TAXES AND ENCUMBRANCES

Lessee agrees to pay before delinquency all taxes that shall be levied against its interest in said leased premises or that become a lien against said leased premises or its interest therein during the term of this Lease.

13. LIABILITY

Lessee agrees that its taking possession of the said leased premises shall be an acceptance of the safety and condition thereof. Lessee further agrees to hold the City, the City Council, and each member thereof, and every officer, employee and member of each Board or Commission and the Redevelopment Agency of the City of Torrance, and each member thereof, free and harmless from any and all liability and claim for damages by reason of any injury to any person or persons, including, but not limited to, Lessee, or property of any kind whatsoever and to whomsoever belonging, including, but not limited to Lessee, from any cause or causes whatsoever while in, upon, or in any way connected with the said leased premises during the term of this Lease, or any renewal or extension thereof, or any occupancy thereunder.

14. INSURANCE

A. The Lessee and its subcontractors must maintain at their sole expense the following insurance, which shall be full coverage not subject to self-insurance provisions.

- (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - (a) Primary Bodily Injury with limits of at least \$250,000 per person \$500,000 per occurrence and;
 - (b) Primary Property Damage with limits of at least \$100,000 per occurrence, or
 - (c) Combined single limits of at least \$500,000 per occurrence.
- (2) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of at least \$500,000 per occurrence.
- (3) Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$500,000.
- B. The insurance provided by Lessee will be primary and non-contributory.
- C. The Agency, and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. Lessee shall provide certificates of insurance and, or endorsements to the Agency Clerk before occupation of premises.
- E. Each insurance policy required by this clause shall contain a provision that no termination, cancellation or change of coverage can be made without 30 days notice to the Agency.

SUFFICIENCY OR INSURERS AND SURETIES:

Insurance required by this contact/purchase order will be satisfactory only if issued by companies rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category of a VII or better, unless these requirements are modified or waived by the City Risk Manager.

15. DESTRUCTION OR DAMAGE

If for any reason the building on said leased premises is destroyed or damaged beyond repair, then this Lease shall terminate and Lessee shall surrender the premises to the Agency. If, however, the damage to said building is repairable, as determined by agency, then the Lease shall remain in full force and effect, subject, however, to the right of the Agency to terminate the Lease in accordance with the provisions of Paragraph 2 and the duty of Lessee as provided in Paragraph 9. If the damage is deemed repairable, Agency will commence repair with due diligence, and if during such period of repair and restoration Lessee is prevented from using the full facilities as defined in this Lease, the rent shall be apportioned accordingly.

16. ASSIGNMENT AND SUBLETTING

- A. Lessee shall not assign or sublet this Lease or any interest therein or any part thereof without first obtaining the written consent of the Agency, and the giving of such consent shall not be a waiver of any rights to object to further or future assignments or subleases, but the consent to each successive assignment or sublease must be first obtained in writing from the Agency.
- B. The appointment of a receiver to take possession of all or substantially all of the assets of Lessee or a general assignment by Lessee for the benefit of creditors or any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this Lease by Lessee.

17. NOTICE

Whenever it shall be necessary for either party to serve notice on the other respecting this Lease, such notice shall be served by certified mail addressed to the City Clerk of the City of Torrance at 3031 Torrance Boulevard, Torrance, California 90503; or JJ Foods, 1261 Cabrillo Avenue, Suite 210, Torrance, CA 90501, unless and until different addresses may be furnished in writing by either party to the other. Such notice shall be deemed to have been served within 72 hours after the same has been deposited in a United States Post Office by certified mail, or immediately if personally served. This shall be a valid and sufficient service of notice for all purposes.

18. DEFAULT

In the event that Lessee does not remedy any breach or default in the performance of any of the terms, covenants, or conditions of this Lease within thirty (30) days after written notice of such breach or default has been given by the Agency to Lessee, the Agency shall have the right to reenter and repossess said leased premises without waiving any other rights or remedies provided by law.

19. SIGNS

Lessee agrees that no signs or advertising material, other than any existing signs, may be erected or maintained upon said leased premises without the prior written consent of the Executive Director of the Agency or his designee (who shall be named).

20. SUCCESSORS

Each and every term, covenant, and condition of this Lease shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto, but each and every one of the heirs, executors, administrators, successors, assigns and legal representatives of the parties hereto; provided, however, that any subletting or assignment by Lessee of the whole or any part of the leased premises or any interest therein shall be subject to the provisions of paragraph 15 of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

REDEVELOPMENT GENCY OF THE CITY OF TORRANGE

Ву

Dan Walker, Agency Chair

JJ Foods, INC.

Ву

George Moussalli, President

ATTEST:

Sue Herbers, Agency Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III

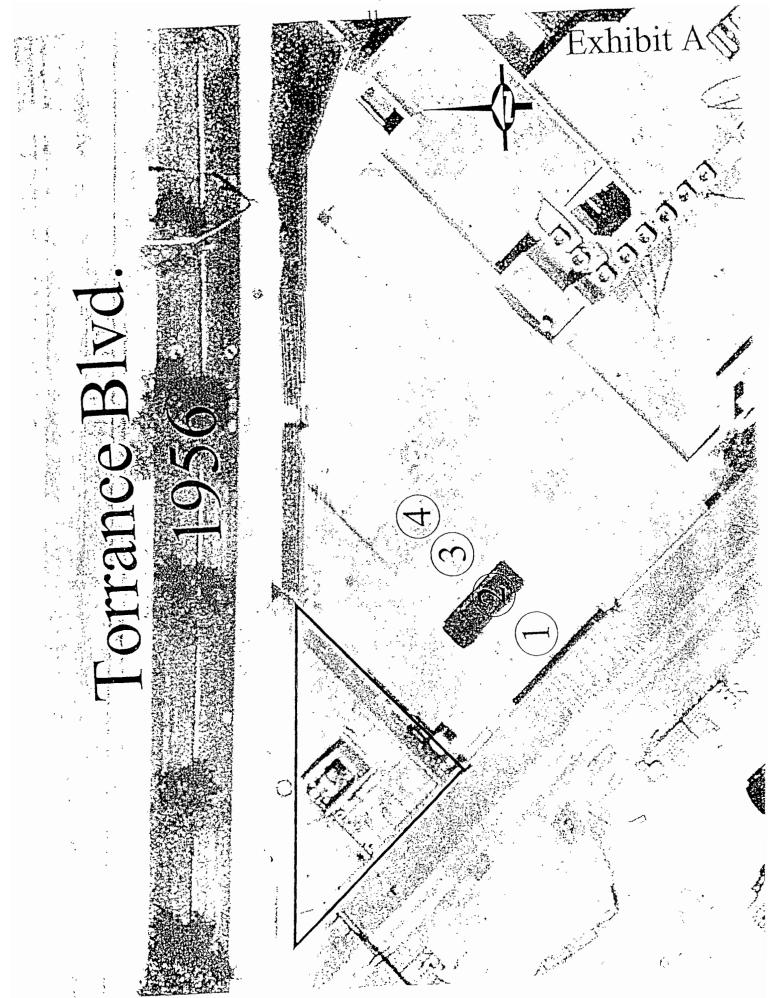
Agency Counsel

Ву

Ron Pohl

Assistant Agency Counsel

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Redevelopment Agency Meeting of November 16, 2004

AGENCY AGENDA ITEM 4A

Honorable Chair and Members of the Torrance Redevelopment Agency City Hall Torrance, California

Members of the Agency:

SUBJECT: Lease of Agency owned property located at 1940 – 1960 Torrance Boulevard

RECOMMENDATION

A recommendation of the Deputy Executive Director for the Redevelopment Agency to authorize the Chair to execute and Agency Clerk to attest to a lease by and between the Redevelopment Agency and K's Kitchen Incorporated, a California corporation, dba Yuzu Restaurant, for Agency owned property located at 1940 – 1960 Torrance Boulevard for a period of ten years.

Funding:

There is no funding required for this action. If approved, the lease will generate \$6,000.00 annually.

BACKGROUND

The Agency purchased the subject property in 2000 for \$210,000, which included two parcels (one parcel with a small triangle-shaped building located at 1956 Torrance Boulevard, and an adjacent parcel with the parking lot located at 1940 – 1960 Torrance Boulevard). The building is approximately 1,000 square feet and has 14 parking spaces, four of which are rented at \$50.00 per space per month. The site was originally purchased for demolition and conversion to parking, and staff is moving forward with the process of demolishing the building structure and providing more parking, where the building currently stands. The building is currently vacant.

<u>ANALYSIS</u>

The proposed lessee, K's Kitchen Incorporated, a California corporation, dba Yuzu Restaurant, proposes to rent ten (10) parking spaces, from the subject parking lot owned by the Redevelopment Agency, in order to comply with Conditional Use Permit No. CUP04-00024. On August 4, 2004, the Planning Commission approved the operation of a restaurant with beer and wine service in an existing retail space within the

Plaza del Prado complex, located in the Downtown Redevelopment Project area at 1231 Cabrillo Avenue #101, for the applicant, Habib Naeim. One of the conditions of the CUP required the submittal of a lease agreement for approval by Redevelopment staff, for ten (10) additional parking spaces, located within 300 feet of the proposed use. As the proposed restaurant use, located on Cabrillo Avenue, would occupy a space designated for retail use, additional parking was required, which was more than the Plaza was able to accommodate, within their parking structure.

At the Executive Session meeting of June 8, 2004, the Redevelopment Agency members met to discuss Mr. Naeim's interest in leasing parking from the Agency-owned parking lot. Agency members directed staff to move forward with a lease agreement with Mr. Naeim, provided that his proposal for a restaurant use was approved. The Agency members further directed staff that should the Agency have a need in the future to repossess the parking spaces, they would work with the applicant, within reason, to provide an alternate parking site for lease.

The rent structure is \$500.00 per month, with a term of ten (10) years beginning December 1, 2004, matching the length of the lease that the restaurant has negotiated with the Plaza. The Agency previously approved a lease agreement with Dr. Campbell, DDS. for four (4) parking spaces at this site, for the same rent structure of \$50.00 per space per month.

As the proposed site was purchased for the purpose of leasing parking spaces to higher intensity users Downtown, staff recommends that the Agency approve the attached lease agreement.

Respectfully submitted,

Jeffery W. Gibson Deputy Executive Director

> Michael G. Bihn Planning Manager

Redevelopment, Assisted Housing & General Plan

Concur:

Jeff**e**ry/W. Gibsor

Deput Executive Director

LeRoy J. Jackson

Executive Director

X:\Ygomez\Misc RDA Items\1940-60 Torrance Blvd Pkg Lease-Plaza Restaurant doc

Attachments: A) Lease

B) Tract map

LICENSE AGREEMENT

This License Agreement ("License") is made and entered into as of December 1, 2004, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("AGENCY") and K's Kitchen, Inc., a California corporation, dba Yuzu Restaurant ("LICENSEE").

RECITALS:

- A. AGENCY is the owner of fee title to property located at 1940-1960 Torrance Blvd., Torrance, California, which includes a parking lot.
- B. LICENSEE operates a business located at 1231 Cabrillo Avenue #101, Torrance, California.
- C. LICENSEE desires to use ten parking spaces owned by the AGENCY for employee and customer parking.

AGREEMENT:

1. PREMISES

AGENCY grants LICENSEE a license to occupy and use for parking, subject to all terms and conditions stated, ten parking spaces in the AGENCY-owned parking lot located at 1940-1960 Torrance Blvd. (the "Premises"). Premises are defined as ten parking spaces only and does not include the adjacent walls and structures.

2. USE

The Premises may be occupied and used by LICENSEE only for the purpose of employee and customer parking.

3. TERM

The term of this License will be for ten years commencing on the Effective Date written above.

4. TERMINATION BY CITY FOR CONVENIENCE

CITY may, upon sixty days notice, terminate this LICENSE for CITY's convenience and without cause.

5. COMPENSATION

A. LICENSEE agrees to pay AGENCY in advance, on the first day of each month the sum of \$500 ("Minimum Monthly Fee"). If this License does not commence on the first day of a calendar month or end on the last day of a calendar month, LICENSEE will pay prorated rent for the first and last month, as the case may be, in the amount of 1/30th of the Minimum Monthly Fee times the number of days for which the fee is being prorated.

B. All rent payable to the AGENCY will be paid, without abatement, deduction or offset, to the Finance Department of the City of Torrance located at 3031 Torrance Blvd., Torrance, California, 90503.

6. COMPLIANCE WITH LAW

LICENSEE agrees to comply with the Redevelopment Plan for the Downtown Redevelopment Project Area and all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the Premises.

7. <u>SECURITY AND MAINTENANCE</u>

Security and maintenance of the Premises will be the responsibility of the LICENSEE. LICENSEE agrees to maintain the Premises in a neat and sanitary condition.

8. ALTERATIONS

LICENSEE may not make or permit any alterations or additions to the Premises.

9. SURRENDER

At the expiration of the term of this License, LICENSEE must surrender the Premises to the AGENCY in the same condition as received, reasonable wear and tear excepted.

10. INDEMNIFICATION

LICENSEE will indemnify, pay for cost of defense, and hold harmless AGENCY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss. The obligation to indemnify, pay for cost of defense, and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of LICENSEE, its officers, employees, agents, sublicensees or vendors. It is further agreed, LICENSEE's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of AGENCY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of AGENCY, its officers, employees or agents.

11. INSURANCE

LICENSEE shall furnish the AGENCY a certificate of liability insurance for the premises in the amount of \$1,000,000 combined single limit and naming the AGENCY, the City Council, each member thereof and each officer and employee of the AGENCY as an additional insured on the policy. The certificate of insurance will be filed with this LICENSE in the office of the City Clerk.

12. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 - 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 - 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

LICENSEE Harry Naeim

Yuzu Restaurant

1231 Cabrillo Ave. #101 Torrance, CA 90501

AGENCY: Clerk of the Redevelopment Agency

City of Torrance

3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

13. DEFAULT

The occurrence of any one or more of the following events will constitute a default and breach of this License by LICENSEE:

- A. The failure to pay the Minimum Monthly Fee within three days of its due date; or
- B. The failure to perform any of LICENSEE's obligations under this License, other than the obligation to pay the Minimum Monthly Fee, more than five days after written notice from the AGENCY.

14. PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING LICENSEE may not at any time during the term of this License assign, sublease or transfer this License.

15. INTEGRATION; AMENDMENT

This License represents the entire understanding of AGENCY and LICENSEE as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this License. The License may not be modified or altered except in writing signed by both parties.

16. INTERPRETATION

The terms of this License should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this License or any other rule of construction that might otherwise apply.

17. SEVERABILITY

If any part of this License is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the License will remain in full force and effect.

18. GOVERNING LAW; JURISDICTION

This License will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the License will be in Los Angeles County, California.

19. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this License.

20. ATTORNEY'S FEES

Except as provided for in Paragraph 9, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this License (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this License, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

21. EXHIBITS

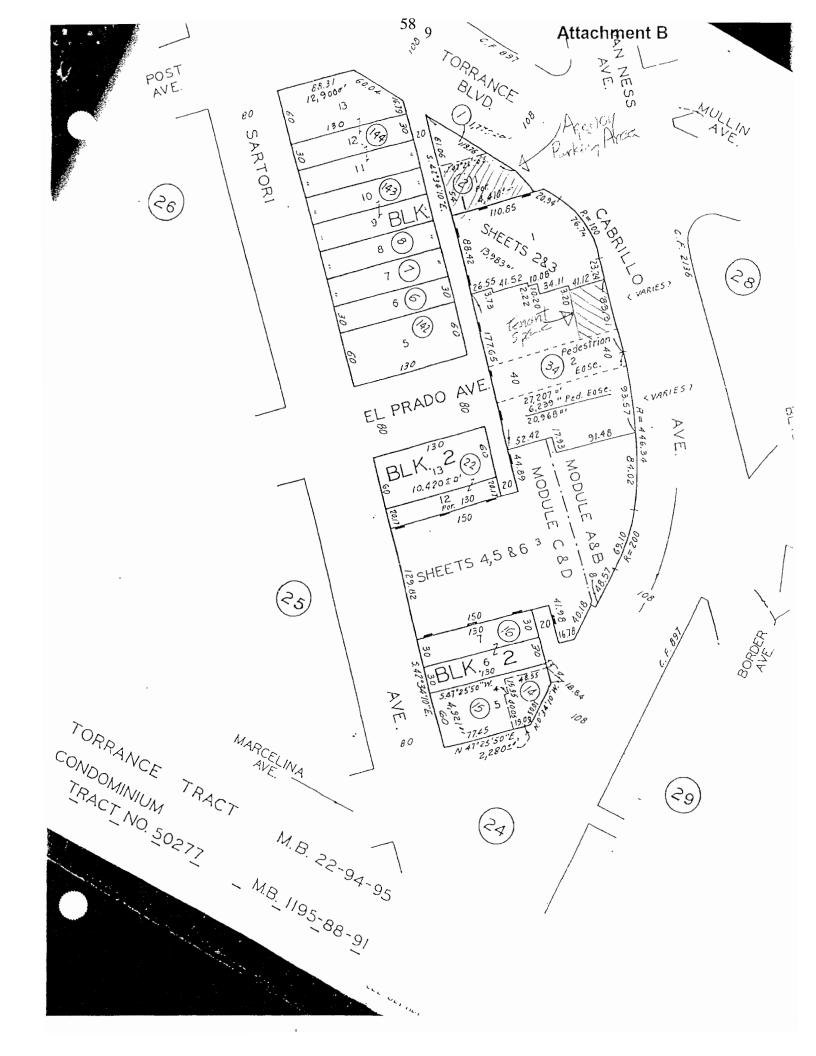
All exhibits identified in this License are incorporated into the License by this reference.

22. LICENSEE'S AUTHORITY TO EXECUTE

The person(s) executing this License on behalf of the LICENSEE warrant that (i) the LICENSEE is duly organized and existing; (ii) they are duly authorized to execute this License on behalf of the LICENSEE; (iii) by so executing this

License, the LICENSEE is formally bound to the provisions of this License; and (iv) the entering into this License does not violate any provision of any other License to which the LICENSEE is bound.

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, A body, public and politic of the State of California	K's Kitchen Inc., a California Corporation, dba Yuzu Restaurant
Dan Walker	Harry Naeim, Vice President
Chairman	
ATTEST:	
Sue Herbers, Clerk of the Redevelopment Agency of the City of Torrance	
APPROVED AS TO FORM:	
JOHN L. FELLOWS III City Attorney	
By: Heather K. Whitham Deputy City Attorney	



PLANNING COMMISSION RESOLUTION NO. 04-096

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF TORRANCE, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT AS PROVIDED FOR IN DIVISION 9, CHAPTER 5, ARTICLE 3 OF THE TORRANCE MUNICIPAL CODE TO ALLOW A RESTAURANT WITH BEER AND WINE SERVICE IN AN EXISTING RETAIL SPACE WITHIN THE PLAZA DEL PRADO COMPLEX LOCATED IN THE COMMERCIAL SECTOR OF THE DOWNTOWN REDEVELOPMENT PROJECT AREA, AT 1231 CABRILLO AVENUE SUITE 101.

CUP 04-00024: HABIB NAEIM AND IKUKO KUMADA

WHEREAS, staff has reviewed the proposal in relation to the Environmental Impact Report (EIR) prepared for the Downtown Redevelopment Plan (EA 78-46). Because this proposal falls within the mix of activities proposed in the Plan EIR and incorporates mitigation measures, the EIR provides the environmental document for this proposed project; and

WHEREAS, the project is determined to be previously assessed by EA 78-46; and

WHEREAS, the Planning Commission of the City of Torrance conducted a public hearing on August 4, 2004, to consider an application for a Conditional Use Permit filed by Habib Naeim and Ikuko Kumada to allow a restaurant with beer and wine service in an existing retail space on property located in the Commercial Sector of the Downtown Redevelopment Project Area at 1231 Cabrillo Avenue Suite 101; and

WHEREAS, due and legal publication of notice was given to owners of property in the vicinity thereof and due and legal hearings have been held, all in accordance with the provisions of Division 9, Chapter 5, Article 1 of the Torrance Municipal Code; and

WHEREAS, the Planning Commission by the following roll call vote APPROVED CUP04-00024, subject to conditions:

AYES: COMMISSIONERS: Muratsuchi, Uchima, Drevno, Fauk,

Horwich, La Bouff

NOES: COMMISSIONERS: None

ABSENT: COMMISSIONERS: Botello

ABSTAIN: COMMISSIONERS: None

WHEREAS, the Planning Commission of the City of Torrance does hereby find and determine as follows:

- A) The property for which this Conditional Use Permit is approved by the Torrance Planning Commission is located at 1231 Cabrillo Avenue Suite 101, and is described as Lot 2 of Tract 50277.
- B) The proposed restaurant with beer and wine service is conditionally permitted within the Commercial Sector of the Downtown Redevelopment Project area and complies with all of the applicable provisions of the Development Standards and Downtown Redevelopment Plan, and complies with all conditions imposed on the property.
- C) The proposed use will not impair the integrity and character of the Commercial Sector of the Downtown Redevelopment Project area because the proposed restaurant with beer and wine service complies with the standards of the Commercial Sector of the Downtown Redevelopment Project area.
- D) The subject site is physically suitable for the proposed restaurant with beer and wine service, as there is adequate area for the building, required parking and landscaping.
- E) The proposed restaurant with beer and wine service will be compatible with the land use presently on the subject property, as the other land uses are also commercial uses.
- F) The proposed restaurant with beer and wine service will be compatible with existing and proposed future land uses within the Commercial Sector of the Downtown Redevelopment Project area and the surrounding property because the area consists of a mix of commercial and residential developments.
- G) The proposed restaurant with beer and wine service will encourage and be consistent with the orderly development of the City as provided for in the General Plan and Downtown Redevelopment Plan because the proposed restaurant with beer and wine service furthers the goals of the General Plan and Downtown Redevelopment Plan and is surrounded by other commercial uses.
- H) The proposed restaurant with beer and wine service will not discourage the appropriate existing or planned future use of surrounding property or tenancies, because the proposed restaurant with beer and wine service furthers the goals of the General Plan and Downtown Redevelopment Plan, as the existing and planned future uses are also commercial uses and the proposed restaurant with beer and wine service complies with all applicable development standards.
- I) There are adequate provisions for water, sanitation, and public utilities and services to ensure that the proposed restaurant with beer and wine service is not detrimental to public health and safety.

- J) There are adequate provisions for public access to serve the proposed restaurant with beer and wine service, as there is a pedestrian walkway provided at the entrances to the site and a two-level subterranean parking lot for vehicular access.
- K) The proposed location, size, design, and operating characteristics of the proposed restaurant with beer and wine service would not be detrimental to the public interest, health, safety, convenience or welfare, or to the property of persons located in the area, because the proposed use provides all required off street parking via the twolevel subterranean parking lot and a surface parking lot located adjacent to the subject property.
- L) The proposed restaurant with beer and wine service will not produce any or all of the following results:
 - 1) Damage or nuisance from noise, smoke, odor, dust or vibration,
 - 2) Hazard from explosion, contamination or fire,
 - 3) Hazard occasioned by unusual volume or character of traffic or the congregating of large numbers of people or vehicles.

NOW, THEREFORE, BE IT RESOLVED that CUP04-00024 filed by Habib Naeim and Ikuko Kumada to allow a restaurant with beer and wine service in an existing retail space on property located in the Commercial Sector of the Downtown Redevelopment Project Area, at 1231 Cabrillo Avenue Suite 101, on file in the Community Development Department of the City of Torrance, is hereby APPROVED subject to the following conditions:

- 1. That the use of the subject property for a restaurant with beer and wine service shall be subject to all conditions imposed in Planning Commission case CUP04-00024 and any amendments thereto or modifications thereof as may be approved from time to time pursuant to Section 92.28.1 et seq. of the Torrance Municipal Code on file in the office of the Community Development Director of the City of Torrance; and said use shall be established or constructed and shall be maintained in conformance with such maps, plans, specifications, drawings, applications or other documents presented by the applicant to the Community Development Department and upon which the Planning Commission relied in granting approval;
- That if this Conditional Use Permit is not implemented within one year after granting of the permit, it shall expire and become null and void unless extended by the Community Development Director for an additional period, as provided for in Section 92.27.1;
- 3. That all official plans for this project shall show pertinent CUP conditions; (Redevelopment)

- 4. That the location of any electrical transformer(s), backflow preventers, trash enclosures or other equipment shall be shown on the final working drawings, that they shall not be located in the street setback area, and that they shall be screened from public view or undergrounded to the satisfaction of Redevelopment Staff prior to the issuance of any building permits; (Redevelopment)
- 5. That exterior colors and material samples, including detail showing the location, height and materials of all perimeter walls and/or fencing shall be submitted to Redevelopment Agency staff for approval prior to issuance of any building permits; that chain link shall not be used in any form; and that a graffiti-proof finish shall be used on walls where applicable; (Redevelopment)
- 6. That any changes to the existing landscaping, shall be submitted to Redevelopment Staff for approval prior to implementation; (Redevelopment)
- 7. That applicant shall keep all windows clear of any signs, posters and materials that may give it an unsightly appearance; (Redevelopment)
- 8. That applicant shall not store any materials, inventory or trash in the parking lot area nor any other location on the property outside of the building; (Redevelopment)
- 9. That should the applicant be unable to execute a lease agreement with the Redevelopment Agency for ten (10) additional parking spaces in the adjacent parking lot, the applicant shall provide ten (10) additional parking spaces within 300 feet of the proposed use, prior to any building permit final; (Redevelopment)
- 10. That the applicant shall submit a lease agreement for approval by Redevelopment Staff for the additional ten (10) parking spaces located within 300 feet of the proposed use; (Redevelopment)
- 11. That applicant shall inform and encourage all customers, visitors and employees of the proposed use to park in the parking lot located on-site and/or in the leased parking lot spaces; (Redevelopment)
- 12. That applicant shall provide nine (9) inch (minimum) contrasting address numerals for non-residential uses; (Environmental)
- 13. That any outside public address speakers, telephone bells or similar signaling devices, which are audible on adjoining properties/leaseholds, shall be prohibited; (Environmental)
- 14. That all requirements of the State Department of Alcohol Beverage Control shall be satisfied; (Environmental)

- 15. That permission for the on-premise sale and consumption of alcohol shall be in conjunction with the operation of a bona fide eating establishment. Should the restaurant cease to serve food, review of this case may be required; (Environmental)
- 16. That all conditions of all other City departments received prior to or during the consideration of this case by the Planning Commission shall be met.

Introduced, approved and adopted this 4th day of August, 2004.

Chairman, Torrance Planning Commission

ATTEST:

Secretary, Torrance Planning Commission

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF TORRANCE)

I, JANE ISOMOTO, Secretary to the Planning Commission of the City of Torrance, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the Planning Commission of the City of Torrance at a regular meeting of said Commission held on the 4th day of August, 2004, by the following roll call vote:

AYES: COMMISSIONERS: Muratsuchi, Uchima, Drevno, Fauk,

Horwich, La Bouff

NOES: COMMISSIONERS: None

ABSENT: COMMISSIONERS: Botello

ABSTAIN: COMMISSIONERS: None

Secretary, Torrance Planning Commission

LICENSE AGREEMENT

This License Agreement ("License") is made and entered into as of December 1, 2004, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("AGENCY") and K's Kitchen, Inc., a California corporation, dba Yuzu Restaurant ("LICENSEE").

RECITALS:

- A. AGENCY is the owner of fee title to property located at 1940-1960 Torrance Blvd., Torrance, California, which includes a parking lot.
- B. LICENSEE operates a business located at 1231 Cabrillo Avenue #101, Torrance, California.
- C. LICENSEE desires to use ten parking spaces owned by the AGENCY for employee and customer parking.

AGREEMENT:

1. PREMISES

AGENCY grants LICENSEE a license to occupy and use for parking, subject to all terms and conditions stated, ten parking spaces in the AGENCY-owned parking lot located at 1940-1960 Torrance Blvd. (the "Premises"). Premises are defined as ten parking spaces only and does not include the adjacent walls and structures.

2. USE

The Premises may be occupied and used by LICENSEE only for the purpose of employee and customer parking.

TERM

The term of this License will be for ten years commencing on the Effective Date written above.

4. TERMINATION BY CITY FOR CONVENIENCE

CITY may, upon sixty days notice, terminate this LICENSE for CITY's convenience and without cause.

5. COMPENSATION

A. LICENSEE agrees to pay AGENCY in advance, on the first day of each month the sum of \$500 ("Minimum Monthly Fee"). If this License does not commence on the first day of a calendar month or end on the last day of a calendar month, LICENSEE will pay prorated rent for the first and last month, as the case may be, in the amount of 1/30th of the Minimum Monthly Fee times the number of days for which the fee is being prorated.



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B. All rent payable to the AGENCY will be paid, without abatement, deduction or offset, to the Finance Department of the City of Torrance located at 3031 Torrance Blvd., Torrance, California, 90503.

6. COMPLIANCE WITH LAW

LICENSEE agrees to comply with the Redevelopment Plan for the Downtown Redevelopment Project Area and all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the Premises.

7. SECURITY AND MAINTENANCE

Security and maintenance of the Premises will be the responsibility of the LICENSEE. LICENSEE agrees to maintain the Premises in a neat and sanitary condition.

8. ALTERATIONS

LICENSEE may not make or permit any alterations or additions to the Premises.

9. SURRENDER

At the expiration of the term of this License, LICENSEE must surrender the Premises to the AGENCY in the same condition as received, reasonable wear and tear excepted.

10. INDEMNIFICATION

LICENSEE will indemnify, pay for cost of defense, and hold harmless AGENCY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss. The obligation to indemnify, pay for cost of defense, and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of LICENSEE, its officers, employees, agents, sublicensees or vendors. It is further agreed, LICENSEE's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of AGENCY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of AGENCY, its officers, employees or agents.

11. INSURANCE

LICENSEE shall furnish the AGENCY a certificate of liability insurance for the premises in the amount of \$1,000,000 combined single limit and naming the AGENCY, the City Council, each member thereof and each officer and employee of the AGENCY as an additional insured on the policy. The certificate of insurance will be filed with this LICENSE in the office of the City Clerk.

12. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 - 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 - 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

LICENSEE Harry Naeim

Yuzu Restaurant

1231 Cabrillo Ave. #101 Torrance, CA 90501

AGENCY: Clerk of the Redevelopment Agency

City of Torrance

3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

13. DEFAULT

The occurrence of any one or more of the following events will constitute a default and breach of this License by LICENSEE:

- A. The failure to pay the Minimum Monthly Fee within three days of its due date; or
- B. The failure to perform any of LICENSEE's obligations under this License, other than the obligation to pay the Minimum Monthly Fee, more than five days after written notice from the AGENCY.

14. PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING

LICENSEE may not at any time during the term of this License assign, sublease or transfer this License.

15. INTEGRATION; AMENDMENT

This License represents the entire understanding of AGENCY and LICENSEE as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this License. The License may not be modified or altered except in writing signed by both parties.

16. INTERPRETATION

The terms of this License should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this License or any other rule of construction that might otherwise apply.

17. SEVERABILITY

If any part of this License is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the License will remain in full force and effect.

18. GOVERNING LAW; JURISDICTION

This License will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the License will be in Los Angeles County, California.

19. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this License.

20. ATTORNEY'S FEES

Except as provided for in Paragraph 9, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this License (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this License, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

21. EXHIBITS

All exhibits identified in this License are incorporated into the License by this reference.

22. LICENSEE'S AUTHORITY TO EXECUTE

The person(s) executing this License on behalf of the LICENSEE warrant that (i) the LICENSEE is duly organized and existing; (ii) they are duly authorized to execute this License on behalf of the LICENSEE; (iii) by so executing this

License, the LICENSEE is formally bound to the provisions of this License; and (iv) the entering into this License does not violate any provision of any other License to which the LICENSEE is bound.

K's Kitchen Inc.,

a California Corporation,

Harry Naolm, Vice President

dba Yuzu Restaurant

REDEVELOPMENT AGENCY OF

THE CITY OF TORRANCE,

A body, publicand politic of the State of Carpornia

Dan Walker Chairman

ATTEST:

Sue Herbers, Clerk of the Redevelopment Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III City Attorney

By: Pkul J hur
Heather K. Whitham
Deputy City Attorney

[17277_1.DOC]

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First Amendment to License Agreement

This First Amendment to License Agreement ("Amendment") is made and entered into as of May 1, 2011, by and between the CITY OF TORRANCE, a Municipal Corporation ("CITY") and K's Kitchen, Inc., a California Corporation, dba Yuzu Restaurant ("Licensee").

RECITALS:

- A. CITY's predecessor in interest, the Redevelopment Agency of the City of Torrance ("AGENCY"), and LICENSEE entered into a License Agreement on December 1, 2004, which granted LICENSEE the use of ten AGENCY-owned spaces located at 1940-1960 Torrance Boulevard in conjunction with a restaurant located at 1231 Cabrillo Avenue #101, Torrance, California.
- B. On March 8, 2011, the AGENCY transferred its interest in the License Agreement and its interest in the property located at 1940-1960 Torrance Boulevard to CITY.
- C. LICENSEE desires to continue to use the parking spaces in conjunction with their restaurant use.
- D. LICENSEE has requested modifications to the terms of the License with respect to ongoing fees and previous delinquent payments.

AGREEMENT:

1. SECTION 5 entitled COMPENSATION of the License is amended to read in its entirety as follows:

"5. COMPENSATION

- A. LICENSEE agrees to pay CITY in advance, on the first day of each month the sum of \$250.00 per month ("Minimum Monthly Fee") commencing May 1, 2011.
- B. LICENSEE further agrees and acknowledges that it owes CITY \$10,750.00 in past fees as calculated through April 30, 2011 and agrees to pay CITY in addition to the fees as outlined in SECTION 5.A. above, the sum of \$250.00 per month ("Additional Monthly Fee") until such time that the past fees amount is equal to zero."
- 2. The persons executing this Agreement on behalf of the LICENSEE warrant that (i) the LICENSEE is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the LICENSEE; (iii) by so executing this Agreement, the LICENSEE is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement



does not violate any provision of any other Agreement to which the LICENSEE is bound.

In all other respects, the Agreement entered into as of December 1, 2004, 3. between the CITY and LICENSEE is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE, A Municipal Corporation K's Kitchen Inc., a California Corporation, dba Yuzu Restaurant

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM: JOHN L. FELLOWS III City Attorney

By: Potent & sule Patrick Q. Sullivan Assistant City Attorney

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

February 8, 2005

At 5:30 p.m., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance.

- 1. Roll Call
- 2. Motion to Accept & File Report on Posting of Agenda
- 3. Approval of Minutes February 1, 2005
- 4. Communication and Other Business:
 - a. Redevelopment Staff recommends that the Redevelopment Agency:
 - 1. Approve a Purchase Order with National Demolition Contractors in the amount of \$7,200.00;
 - 2. Authorize a 5% contingency in the amount of \$360.00 for this project; and
 - 3. Authorize staff to prepare a purchase order between the City and National Demolition Contractors.
 - b. The Clerk of the Agency recommends that the Redevelopment Agency receive and file the attached map of economic conflicts of interest disclosing property owned by Agency members and City Planning Commissioners within the Agency's three project areas.
- 5. Hearings: None
- 6. Report of the Director and other Officers
- 7. Report of Committee
- 8. Addendum Matters
- 9. Oral Communications
- 10. Request for Executive Session: None

11. Adjournment

JEFFERY W. GIBSON Deputy Executive Director

SUE HERBERS Clerk of the Agency

ROLL CALL: Lieu, Mauno, McIntyre, Nowatka, Scotto, Witkowsky and Walker

Redevelopment Agency February 8, 2005

Redevelopment Agency February 8, 2005

Agency Agenda Item 4A

Honorable Chairman and Members of the Torrance Redevelopment Agency City Hall Torrance, California

Members of the Agency:

SUBJECT: Approve a Purchase Order for the Asbestos Abatement and

Building Demolition at 1956 Torrance Boulevard

Expenditure: \$7,560.00

RECOMMENDATION

Redevelopment Staff recommends that the Redevelopment Agency:

1. Approve a Purchase Order with National Demolition Contractors in the amount of \$7,200.00;

- 2. Authorize a 5% contingency in the amount of \$360.00 for this project; and
- 3. Authorize staff to prepare a purchase order between the City and National Demolition Contractors.

Funding: This project is funded by the Downtown Capital Project Fund.

BACKGROUND AND ANALYSIS

In 2000, the Redevelopment Agency acquired the property at 1956 Torrance Boulevard. The site was acquired with the intent to implement one of the goals of the Redevelopment Plan to recycle obsolete land uses and revitalize the Downtown Project Area.

The site currently includes a structure, approximately 1,000 square feet, and 14 parking spaces. In the past, the building had been leased but now has been vacant for nearly a year. All of the parking spaces are being leased.

With the building vacant and in disrepair, the City has an opportunity to demolish the building and create additional parking for the project area. A demolition inspection and report has been completed for the building. The report indicates that asbestos is present.

In the past, staff has received inquires for the leasing of parking spaces in the Downtown area and stated it would bring back an item to the Agency regarding demolition of this building and providing additional parking.

Staff contacted eight contractors to provide a cost for asbestos abatement and building demolition. Two contractors provided cost estimates. National Demolition Contractors provided the lowest cost estimate, \$7,200.00. The City has worked with National Demolition in the past. In October 2002, National Demolition provided asbestos abatement and demolition service for the "Torrance Tire" property at 1312 Cabrillo Avenue. We have found them to be professional in the provisions of this kind of service and responsive to the needs of the project and the Agency.

Staff recommends that the Redevelopment Agency approve a Purchase Order with National Demolition Contractor in the amount of \$7,200.00 plus a 5% contingency in the amount of \$360.00 for a total amount not to exceed \$7,560.00.

If approved, demolition will be scheduled for late February/early March 2005.

Respectfully submitted,

Jeffery W. Gibson Deputy Executive Director

Carolyn M. Chun

Acting Planning Manager

Redevelopment, Assisted Housing

and General Plan

CONCUR:

reffer W. Gipspn

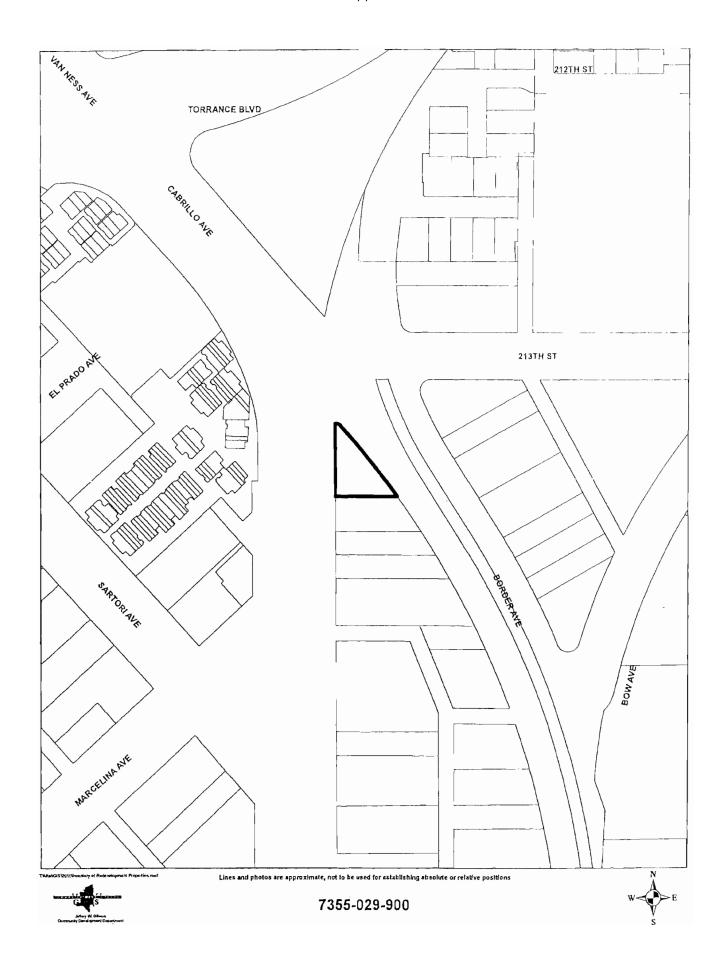
Deput Executive Director

NOTED:

Executive Nirector

Attachment C

Supporting documentation for 1312 Cabrillo Ave.



"Protecting America's Environment" 2081 Steiger Lane Oceanside, California 92056 (619) 722-8544

May 15, 1991

Raquel Perez Mechanics National Bank SBA Division 8225 Alondra Boulevard Paramount, California 90723

SUBJECT: Additional Subsurface Investigation at the Torrance Tire Center, 1312 Cabrillo Avenue, Torrance, California 90503.

Ms. Perez:

After reviewing correspondence received from the Torrance Fire Department (inter-office communication dated March 20, 1991) and in accordance with topics discussed during a meeting and site visit on May 3, 1991 with Douglas Bergen, Senior Fire Inspector, MJA Consulting is pleased to submit a proposal and cost estimate outlining additional investigation at the above-referenced location.

PROPOSAL

The additional subsurface environmental investigation includes the following scope of work:

- 1. Submit a Work Plan: Prior to conducting additional work at the site, a work plan outlining procedures and a scope of work will need to be submitted and approved by the Fire Department prior to beginning work.
- 2. **Drill Two Soil Borings:** Borings will be drilled to 40 feet below grade. The locations of the soil borings have been identified by the Fire Department. Additional footage, if necessary, will be charged at \$22.50/foot.
- 3. Collect and Analyze 10 Soil Samples: Soil samples will be collected at 5 foot intervals to the maximum depth of each boring. Soil samples will not be collected below first encountered groundwater. The samples will be logged according to the Unified Soil Classification System. Five soil samples will be analyzed from each boring (5, 10, 20, 30 and 40 feet below grade). The samples will be analyzed by a California state-certified laboratory. If contamination is detected at any depth additional samples will need to be analyzed in order to properly delineate the vertical extent of contamination. Additional samples will be analyzed at \$175./sample.
- 4. Locate Underground Storage Tanks: Outline underground storage tanks using sounding and metal detection to determine approximate size of the tanks.

Page 2 May 15, 1991 Mechanics National Bank

- 5. Laboratory Analysis of Sludge: Obtain a representative liquid/sludge sample from inside each of the two tanks and analyze pursuant to the following EPA methods; 1) 3550/8015 modified total petroleum hydrocarbon, 2) 624/8240 Volatile Organics by GC/MS and 3) 601/8010 Volatile Halocarbons.
- 6. Prepare a Final Report: Once all data has been collected a final report will be prepared summarizing the soil stratigraphy, geology, hydrogeology, field and laboratory procedures, laboratory results, our interpretations regarding the nature of contaminants and recommendations for further work, if needed.

COST ESTIMATE

Work Plan	N/C
Soil Borings 80 feet @ \$22.50/ft.	\$ 1,800.00
Analyze Soil Samples (2 week turnaround) 8015/8020 - 10 @ \$175./ea.	1,750.00
Locate Underground Tanks	750.00
Analyze Sludge (2 week turnaround) 8015 - 2 @ \$150./ea. 8240 - 2 @ \$295./ea. 8010 - 2 @ \$165./ea.	300.00 590.00 330.00
Field Engineering 12 hours @ \$75./hr.	900.00
Final Report	_1,200.00

LIMITATIONS:

TOTAL ESTIMATED COSTS

a) Soils borings will be backfilled with two feet of bentonite chips and the soil of origin. Additional soil will be placed in Department of Transportation (DOT) 55 gallon drums and stored onsite pending laboratory analysis. This soil whether contaminated or clean will remain on the property and will be removed from the site at additional cost and at the request of Mechanics National Bank.

\$ 7,620.00

Page 3 May 15, 1991 Mechanics National Bank

b) Remediation of soil or groundwater contamination is not included in this phase of the investigation.

Additional work as outlined in our proposal was requested by Mr. Bergen of the Torrance Fire Department during the course of our meeting and site visit on May 3, 1991.

If site conditions alter the scope of the proposed work, additional charges may be necessary. If delays or unforseen conditions are encountered a written change order will be necessary from Mechanics National Bank before continuing work.

If you are in agreement with the contents of this proposal and the Environmental Assessment Services Standard Terms and Conditions attached, please have the appropriate party sign a copy of the proposal, and return it to our office. The proposal will remain in effect for 90 days.

We trust the information provided in this proposal meets with your needs at this time. If we can be of further service or if additional information is needed please contact me at your convenience.

We appreciate the opportunity to submit this proposal to Mechanics National Bank.

Sincerely: MJA Consulting

Michael Anselmo Engineering Manager

C----

Registered California Environmental Assessor # 2010

Company	•	
Approved	:	
Date	:	

"Protecting California's Environment" 2081 Steiger Lane Oceanside, California 92056 (619) 722-8544

REPORT SUBSURFACE ENVIRONMENTAL INVESTIGATION

a

Torrance Tire Center 1312 Cabrillo Avenue Torrance, California 90503

MJA Job No. CE-550

Report prepared for

Mechanics National Bank SBA Division 8225 Alondra Boulevard Paramount, California 90723

by MJA Consulting

Michael Anselmo

Engineering Manager

Registered Environmental Assessor # 2010

Paul Lipinsk

Registered Geologist # 3991

March 5, 1991

"Protecting California's Environment" (619) 722-8544

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"Protecting California's Environment"
2081 Steiger Lane
Oceanside, California 92056
(619) 722-8544

REPORT SUBSURFACE ENVIRONMENTAL INVESTIGATION

at Torrance Tire Center 1312 Cabrillo Avenue Torrance, California

1 SUMMARY

Two underground storage tanks and a water clarifier are located at the abovereferenced location.

At the request of Station Sales and Mechanics National Bank a subsurface environmental assessment was conducted to determine the possibility of soil contamination in the vicinity of the tanks and clarifier. Analysis of soil obtained during this investigation indicated a high level of 4 parts per million (ppm) total petroleum hydrocarbon (TPH) and nondetectable (ND) levels of benzene, toluene, ethylbenzene and total xylenes. Additional analysis of soil extracted by the clarifier indicated ND levels of total recoverable petroleum hycarbon (TRPH). Groundwater was not encountered at 40 feet below grade.

March 5, 1991 1312 Cabrillo Avenue, Torrance, California MJA CE-550

2 INTRODUCTION

This report summarizes the subsurface environmental investigation conducted at the above-referenced site. Mechanics National Bank contracted with MJA Consulting to conduct the current investigation to determine past integrity of the tanks and the fuel island. This report describes the work conducted during this phase of the investigation, presents analytical results obtained, discusses our interpretations of the data collected, and presents our recommendations.

3 BACKGROUND

The facility investigated is located at 1312 Cabrillo Avenue, Torrance, California, as indicated on the Site Vicinity Map (Plate P-1). The site encompasses 4,077 square feet plus a 432 square foot building. Based on information provided by Mechanics National Bank and Station Sales, two 1,000-gallon, underground single-walled steel tanks still exist at the site. The facility use is listed as Auto/Equipment Sales and Service. The tanks were used for the storage of gasoline.

A pad related to a former fuel island was visible however information regarding underground piping was not available. A clarifier used to filter water prior to discharge into the public sewer system is located at the east end of the building.

4 SCOPE OF WORK

The initial proposed scope of work included:

- 1) Drilling one soil boring to a depth of 5 feet, three soil borings to a depth of 20 feet and one soil boring to a depth of 40 feet below grade;
- Collecting soil samples at 5-foot intervals from surface to total depth in each boring;
- Analyzing selected soil samples;
- 4) Interpreting field and laboratory data and preparing a final report.

4.1 Field Activities

On March 4, 1991, personnel from MJA Consulting (Michael Anselmo) supervised the drilling of five soil borings (B-1, B-2, B-3, B-4 and B-5). Locations of the soil borings are shown on the Generalized Site Plan (Plate P-2).

4.2 Soil Borings

Borings were drilled with a 10-inch-diameter, continuous flight, hollow stem auger using a drill rig operated by Westech Drilling of Santa Fe Springs, California (C-57

license # 561117). Augers were steam-cleaned prior to drilling each boring to minimize the possibility of cross-contamination. Borings were positioned based the assumed location of the underground storage tanks and in accordance with the State of California, Leaking Underground Fuel Tank Manual (LUFT Manual) dated October 1989. Borings B-1, B-2 and B-3 were drilled to a depth of approximately 20 feet below grade. Boring B-4 was drilled to a depth of 40 feet below grade and boring B-5 was drilled to 5 feet below grade. The five borings were destroyed by placed a two foot bentonite seal in the bottom of each boring and replacing the soil of

4.3 Soil Sampling

Soil samples were collected at 5-foot intervals from ground surface to the total depth of each boring. The samples were obtained using a 2-inch diameter, split-barrel modified California sampler driven 18 inches by a 140-pound, down-hole hammer repeatedly dropped 30 inches. The number of blows to drive the sampler each 6-inch increment was counted and recorded to evaluate the relative consistency of the soil. Soil samples were classified and logged by the field engineer utilizing the Unified Soil Classification System (see Boring Logs, Appendix A). Soil samples were collected in brass sampling tubes, sealed with aluminum foil, polyethylene caps, taped, labeled, and chilled in an ice chest to maintain the chemical integrity of the samples.

Headspace was not present in the cylinder after the sample was collected. A Chain of Custody form was initiated in the field and accompanied the samples to an onsite mobile laboratory.

Samples were screened onsite pursuant to the LUFT manual Appendix B (A5), Section A (1) and (2); Observation, sight and smell. Although this method of screening is highly qualitative, it is useful and cost effective as a preliminary step in determining which samples should analyzed by the laboratory.

4.4 Quality Control

To ensure precision and accuracy of the chemical data, precautions were taken in the field to minimize cross-contamination of all samples. The modified California sampler was steam-cleaned before use and between borings, washed between successive soil samples with a detergent solution and then rinsed with clean tapwater. Only clean, laboratory-washed brass sampling tubes were used for sample collection.

Borings and sampling were performed as prescribed in the California Code of Regulations, Title 23, Chapter 3, Subchapter 16, Section 2645(b) through (e), excluding subsection (h).

5 ANALYTICAL RESULTS

Twenty-one soil samples were recovered from borings B-1 through B-5. The samples were analyzed onsite with a mobile laboratory provided by Geochem Environmental Laboratories (California state-certified) of Huntington Beach, California. Nine soil samples were analyzed for total petroleum hydrocarbon and the purgeable aromatic hydrocarbons benzene, toluene, ethylbenzene and xylenes following EPA methods 8015 and 8020, respectively. Volatile fuel hydrocarbons were quantitated against a gasoline standard. Hydrocarbons detected by this method range from C6 to C15. One soil sample was analyzed for total recoverable petroleum hydrocarbon following EPA method 418.1. Analytical results are shown in Table 1 and in Appendix B of this report. The Chain of Custody Records for the samples are also included in Appendix B.

SAMPLE		TABLE 1 LABORATORY ANALYSIS OF SOIL SAMPLES (March 4, 1991)											
1	<i>TPH-</i> 8015	TRPH- 418.1	BENZENE	TOLUENE	ETHYL- BENZENE	XYLENE							
B-1-10	4.0	My 100 400	ND1	ND	ND	ND							
B-1-20	1.0		ND	ND	ND	ND							
B-2-10 N	D		ND	ND	ND	ND							
B-2-20 N	DV	~	ND	ND	ND	ND							
B-3-10 N	VD		ND	ND	ND	ND							
B-3-20	2.0		ND	ND	ND	ND							
B-4-10 N	VD D		ND	ND	ND	ND							
B-4-20 N	D		ND	ND	ND	ND							
B-4-40 N	ND D	44	ND	ND	ND	ND							
B-5-05		ND	No. 49-19		7.4.1								
DL	1.0	1.0	0.1	0.1	0.1	0.1							

- - Soil sample

March 5, 1991 1312 Cabrillo Avenue, Torrance, California MJA CE-550

Results in parts per million (ppm) except where noted

B = benzene E = ethylbenzene T = toluene X = xylene (per EPA method 8020/602)

TPH = total petroleum hydrocarbons

TRPH = total recoverable petroleum hydrocarbon

DL = detection limit - provided by laboratory

ND = nondetectable

6 CONCLUSIONS

Based on field observations and the results of laboratory analyses of the soil from the soil borings, we conclude that:

- The site is underlain by interbedded silt to silty sands and silty clays which grade laterally across the site.
- 2) Groundwater was not encountered at approximately 40 feet below grade.
- 2) Laboratory test results of the soil samples collected from the borings indicate concentrations of total petroleum hydrocarbon ranging from ND to 4 ppm. Benzene, toluene, ethylbenzene and xylene was not detected in soil samples analyzed.

March 5, 1991 1312 Cabrillo Avenue, Torrance, California MJA CE-550

7 RECOMMENDATIONS

Based on field observations and laboratory analysis performed we recommend that no further investigation be performed at this time. However, when the tanks are removed from the site additional investigation will be required to determine the quality of soil directly above and directly below the tanks or as required by federal, state or local agencies.

8 LIMITATIONS

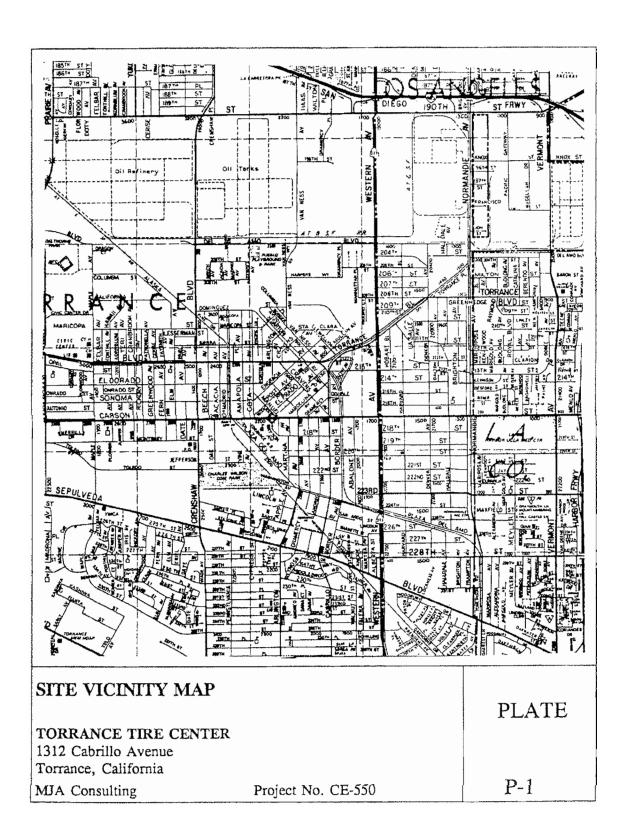
The conclusions and recommendations in this report are based on:

- 1. Five soil borings at the site,
- 2. Observations of field personnel,
- 4. Results of laboratory tests performed by Geochem Environmental Laboratory

It is possible that variation in the soil or groundwater conditions could exist beyond the points explored in this investigation. Also, changes in the groundwater conditions reported in this investigation could occur at some time in the future due to variations in rainfall, temperature, regional water usage, or other factors.

The services performed by MJA Consulting have been conducted in a manner consistent with the level of care and skill ordinarily exercised by members of this profession currently practicing under similar conditions in Los Angeles/Orange County Area. No other warranty is expressed or implied.

PLATES



CONFIDENTIAL MATERIAL
Section 25506 (a) Health and Safety Code

Confidential in regards to the exact location of hazardous waste on a parcel

APPENDIX A

1	SAMPLER TYPE	E-O-F		G 4	F 87	٩,	+ 1-	S	PROJECT NO	5	MECH	ANOS BANK	LOCATION TURKANCE
1 1	ł m	ES	DEPTH OF CASING	SAMPLE NO. SAMPLE DEPTH	BLOWS / FT SAMPLER	NUMBER OF RINGS	DEPTH IN FEET	USCS DESIGNATION	SHEET 1 OF 6			LO AVE	BORING NO.
		INCHES DRIVEN RECOVERED	Ω	SAM	а s	₹		30 DE	COLOR	SOIL	TYPE	ANCY & REMARE	RACTERISTICS, CONSIST- IS ON SOIL & DRILLING
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i i							3						
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WESTER	CM	1,13					6		MEDWY				
							7			***************************************	· · · · · · · · · · · · · · · · · · ·		
TRACT							8 -						
DRILLING CONTRACTOR	cm	18/1=		5-1-	10-14-	3	10		PARK YELLOWIST			سنجي ليقط عهنه	SE, NO (RES.
RILLIN									URANGÉ				
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3/4							6-					08070	
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±							3						
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AC.							7 8						
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L. III							8 9						

APPENDIX B



chem ENVIRONMENTAL LABORATORY

Mobile Laboratories Certified by California Dept. of Health Services

Phone:(714)373-5955 FAX:(714)373-5957

M. J. A. Consulting 2081 Steiger Lane Oceanside, Ca. 92056

ATTN: Mr. Michael Anselmo

********* L A B O R A T O R Y R E P O R T *********

PROJECT: 1312 Cabrillo, TORRANCE TIRE CENTER #CE-550

SAMPLE INFORMATION:

Date Sampled: 03/04/91 Matrix: soil
Batch No: A-405 Date Received: 03/04/91 Date Tested: 03/04/91

Geochem I.D: A030491.1-20

The samples were received by Geochem Environmental Laboratory at job location , intact with chain of custody record attached.

QUALITY CONTROL STATUS:

Tests	% Recove Spike 1	ry <u>Spike 2</u>	Relative % Difference	Status
8015m/TPH-gasolir	ne 92	86	7	pass
E.P.A. 418.1	9 4	98	4	pass
8020 benzene toluene ethylbenzene xylenes	92 90 90 88	86 82 80 80	7 9 11 9	pass pass pass pass

Please see the following pages for the test results as well as the detection limit of each test.



ENVIRONMENTAL LABORATORY

Mobile Laboratories Certified by California Dept. of Health Services

ANALYTICAL RESULTS

Phone:(714)373-5955 FAX:(714)373-5957

Client: M. J. A. Consulting

Project:1312 Cabrillo, TORRANCE TIRE CENTER, #CE-550

Concentrations are reported in mg/kg(ppm) unless otherwise specified.

"ND" means "not detected" at indicated detection limit.

B: benzene, T: toluene, E: ethylbenzene & X: total xylenes.

TESTS	E.P.A. 418.1	8015M/TPH gasoline	8 0 2 0 B / T / E / X
DETECTION LIMIT	1 ppm	l ppm	0.1 ppm
S-1-10		4	ND/ ND/ ND/ ND
S-1-20		1	ND/ ND/ ND/ ND
s-2-10		ND	ND/ ND/ ND/ ND
S-3-10		ДИ	ND/ ND/ ND/ ND
S-3-20		2	ND/ ND/ ND/ ND
S-4-10		ND	ND/ ND/ ND/ ND
S-4-20		ND	ND/ ND/ ND/ ND
5-4-40		ND	ND/ ND/ ND/ ND
S-5-5	ND		

Reviewed and Approved_

George Tsai

Laboratory Director

- 15211 Springdale Street, Huntington Beach, CA 92649 -

- - 44 66 - 01

Huntington F (714) 373-5955	38ach, CA 92649 FAX (714) 373-5957		_			Date	Date () J.C.C. () Page of S	Page	200
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Och Sinto 1	13000 11	C	PHONE NUMBER	L LUCOL	N. C.	11112			
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	C. Hon	-		(a), e.c.					
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Relinquished by: (Signature)		Received by) (Signature)	Received by Mobile Laboratory for field analysis: (Signature)	for field anal	ysis:			Date/Time	Time
Dispatched by (Signature)	Date/Time		Received for Laboratory by	oyatory by:				Date/Time	Time
Method of Shipment:									

SOURCE: Adapted from U.S. EPA, 1985

GEOCHEM Environmental Laboratory

15211 Springdale Street Huntington Beach, CA 92649

CHAIN OF CUSTODY RECORD

(714) 373-5955 FAX (714) 373-5957

Date/Time Date/Time Date/Time Date/Time TESTS REQUIRED シタンろう NO. OF CNTNRS SOLID Received by Mobile Laboratory for field analysis: (Signature) Received for Laboratory Dy SAMPLERS: (Signeture AR PROJECT MANAGER SAMPLE TYPE PHONE NUMBER WATER np. Grab. Received by: (Signature) Received by: (Signature) Сотр C. Com 11.11.60 TIME BHIL Date/Time DATE Colonarano LOCATION DESCRIPTION PROJECT NAME & 1. CHOCT FIC Prount Side Helinquished by. (Signature) Relinquished by: (Signature) Religious hed by. (Signature Dispetched by: (Signature) Method of Shipment: Special Instructions: 50-11-5 SAMPLE NUMBER 06-11-5 ADDRESS_ 05-11-5 0/1-11-25-17-512 CLIENT 5-5-8

SOURCE: Adapted from U.S. EPA, 1985

1

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

January 16, 2001

(Next Resolution No. RA2001-01)

At 5:30 p.m., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance.

- 1. Roll Call
- 2. Motion to Accept & File Report on Posting of Agenda
- 3. Approval of Minutes: January 9, 2000
- 4. Communications and Other Business:
 - a. Redevelopment staff recommends that your Honorable Body authorize the execution of an Agreement to purchase tax defaulted "Torrance Tire" property (Parcel Number 7355-029-007) located at 1312 Cabrillo Avenue from the County of Los Angeles in an amount not to exceed \$37,811.23.
- 5. Hearings: None
- 6. Report of the Director and Other Officers
- 7. Report of Committees
- 8. Addendum Matters
- 9. Oral Communications
- 10. Request for Executive Session:

11. Adjournment

JEFFERY W. GIBSON,

Deputy Executive Director

SUE HERBERS, Clerk of the Agency

ROLL CALL: Cribbs, Messerlian, Nowatka, Scotto, Walker, Witkowsky and Hardison

Redevelopment Agency January 16, 2001

2

January 9, 2001

MINUTES OF A REGULAR MEETING OF THE TORRANCE REDEVELOPMENT AGENCY

1. CALL TO ORDER

The Torrance Redevelopment Agency convened in a joint session with City Council on Tuesday, January 9, 2001, at 5:40 p.m. at Wilson Park Sports Center.

ROLL CALL

Present: Members Cribbs, Messerlian, Nowatka, Scotto, Walker,*

Witkowsky and Chairperson Hardison.

Absent: None.

Also Present: Agency Director Jackson, Agency Attorney Fellows

Agency Secretary Herbers and other staff representatives.

*Member Walker arrived at 5:45 p.m.

The Agency immediately recessed to consider matters listed under 10. Executive Session.

The Agency reconvened at 9:55 p.m.

2. AFFIDAVIT OF POSTING

MOTION: Member Cribbs moved to accept and file the report of the City Clerk on the posting of the agenda for this meeting. The motion was seconded by Member Nowatka and a roll call vote reflected unanimous approval.

3. APPROVAL OF MINUTES - December 19, 2000

MOTION: Member Cribbs moved for the approval of the December 19, 2000, minutes as written. The motion was seconded by Member Nowatka and roll call vote reflected unanimous approval.

4. COMMUNICATIONS AND OTHER BUSINESS

None.

5. HEARINGS

None.

6. REPORT OF THE DIRECTOR AND OTHER OFFICERS

None.

1

Agency Meeting of January 16, 2001

Honorable Chair and Members of the Torrance Redevelopment Agency City Hall Torrance, California

Members of the Agency:

SUBJECT

Agency Authorization for the Execution of an Agreement to purchase tax defaulted "Torrance Tire" property (parcel number 7355-029-007) located at 1312 Cabrillo Avenue from the County of Los Angeles.

Expenditure: \$37,811.23

RECOMMENDATION

The Deputy Executive Director recommends that your Honorable Body authorize the execution of an Agreement to purchase tax defaulted "Torrance Tire" property (parcel Number 7355-029-007) located at 1312 Cabrillo Avenue from the County of Los Angeles in an amount not to exceed \$37,811.23.

Funding

The purchase price is \$37,811.23 which would be funded from the Redevelopment Agency's Downtown Commercial Rehabilitation fund account.

BACKGROUND AND ANALYSIS

The Torrance Tire Property has been vacant for many years. The property is blighted and is located at a prominent intersection in an area undergoing substantial redevelopment. There has been almost no private interest in the property due to soil issues as a result of underground tanks.

The Agency has the opportunity to purchase the Torrance Tire property, located at 1312 Cabrillo Avenue (the southeast corner of Cabrillo Avenue and 213th Street). This property is currently available for purchase from the County of Los Angeles for

\$37,811.23. Staff has diligently worked with the County of Los Angeles's Tax Defaulted Land Unit & Secured Property tax Division to acquire the aforementioned property for redevelopment purposes.

In order to purchase this property, the Agency will need to enter into an Agreement to Purchase this Tax Defaulted property from the County of Los Angeles. Staff recommends the Agency approve the proposed purchase of the tax defaulted Torrance Tire Property located at 1312 Cabrillo Avenue (parcel Number 7355-029-007) and the attached agreement.

Respectfully submitted,

Jeffery W. Gibson Deputy Executive Director

> Michael G. Bihn Planning Manager

Redevelopment & Housing

CONCUR:

Jeffer W. Gibsor

Deputy Executive Director

NOTED:

Executive Director

X:\CCHUN\DOWNTOWN\item torr tire agreement.doc

Attachments:

A. Agreement to purchase tax-defaulted property

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY This Agreement is made this day of ____, 19___, by and between the Board of Supervisors of Los Angeles County, State of California, and The City of Torrance ("Purchaser"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code. The real property situated within said county, hereinafter set forth and described in Exhibit "A" attached hereto and made a part hereof, is tax-defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes, pursuant to provision of law. It is mutually agreed as follows: 1. that as provided by Section 3800 of the Revenue and Taxation Code, the cost of giving notice of this agreement shall be paid by the PURCHASER, and 2. that the PURCHASER agrees to pay the sum of \$37,811.23 for the real property described in Exhibit "A" within 14 days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to PURCHASER. 3. that said purchaser will not share in the distribution of payment required in this agreement. APPROVED AS TO FORM: LLOYD W. PELLMAN County Counsel

Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit "A" is redeemed prior to the effective date of this agreement, this agreement shall be null and void as to that individual parcel. This agreement shall also become null and void and the right of redemption restored upon the PURCHASER'S failure to comply with the terms and conditions of this agreement. Time is of the essence.

0§§3791, 3791.3 3793 R&T Code

TDL 8-13 (6-97)

The undersigned how of agree to the terms authorized to sign for said agencies.	and conditio. of this agreement and are
ATTEST:	•
The City of Torrance	
(seal)	By
ATTEST:	Board of Supervisors Los Angeles County
By Clerk of the Board of Supervisors	By Chairman
Deputy (seal)	
Pursuant to the provisions of Section 3775 governing body of the city of N/A he in this agreement.	
ATTEST:	
N/A	By N/A
Deputy	By <u>N/A</u> Mayor
(seal)	
This agreement was submitted to me before enhance compared the same with the records of property described therein.	
	Los Angeles County Tax Collector
Pursuant to the provisions of Sections 3775 Code, the Controller agrees to the selling pric foregoing agreement this day of,	e hereinbefore set forth and approves the
	, STATE CONTROLLER
Ву	



$02\overline{-}1699446$

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY CALIFORNIA

2002 10:01 AM JUL 22 SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

DEED

FEE

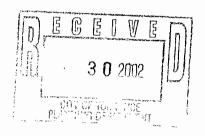
D.T.T.

FREE

CODE 20

CODE 19

CODE



Assessor's Identification Number (AIN) To Be Completed By Examiner OR Title Company In Black Ink

Number of Parcels Shown

5435 038

003

 \bigcirc





RECORDING REQUESTED BY

COUNTY OF LIS ANGELES
DEPARTMENTOF TREASURER
AND TAX COLLECTOR

AND WHEN RECORDED MAIL TO:

CITY OF TORRANCE REDEVELOPMENT AGENCY ATTN: MR. MICHAEL G. BIHN ACTING DEPUTY EXECUTIVE DIRECTOR 3031 TORRANCE BLVD. TORRANCE, CA90503

02-1699446

 \mathcal{Z}

FREE RECORDING REQUESTED PURSUANT TO GOVT CODE 6103

Document Transfer Tax - computed on full value of property conveyed \$0.00 City Transfer Tax \$0.00

Signature of Declarant

TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY

On which the legally levied taxes were a lien for FISCAL YEAR 1992-1993

and for nonpayment were duly declared to be in default. DEFAULT NUMBER 7355-029-007

This deed, between the Treasurer and Tax Collector of Los Angeles County ("SELLER") and

CITY OF TORRANCE REDEVELOPMENT AGENCY ("PURCHASER"), conveys to the PURCHASER the real property described herein which the SELLER sold to the PURCHASER BY AGREEMENT on JUNE 26, 2002 pursuant to a statutory power of sale in accordance with the provisions of Division 1, Part 6, Chapter 8, Revenue and Taxation Code, for the sum of \$37.811.23.

No taxing agency objected to the sale.

In accordance with the law, the SELLER hereby grants to the PURCHASER that real property situated in said county, State of California, last assessed to GRAINGER, JAMES R TR

BETA TRUST C/O MECHANICS NATIONAL BANK

, described as follows: ASSESSOR'S PARCEL NUMBER 7355-029-007

TORRANCE TRACT LOT 1 BLK 3

STATE OF CALIFORNIA County of Los Angeles }ss.

MARK J. SALADINO TREASURER AND TAX COLLECTOR

of the County of Los Angeles

State of California

EXECUTED ON July 22, 2002

Beputy Tax Collector

On July 22, 2002 before me personally appeared MARTHA DURAN personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have here set my hand.

Location: City of Torrance Sale No. 2001A Item No. 5482

Agreement No. 2007

CONNY B. McCORMACK

REGISTRAR-RECORDER/COUNTY CLERK of the County of Los Angeles

State of California

Stanley Redine.
Deputy County Clerk



The undersigned hereby agree to the terms and conditions of this agreement and are authorized to sign for said agencies.

^			
Δ	 _	_	F '
/-\	 _	v	1.

	The City of Torrance Redevelopment Agen	cy /
A	TREST: (seal) By Sue Herbers	By Ose Hardison Chairman
	Secretary of Agency	Board of Supervisors
	ATTEST:	Los Angeles County
	By Wiold Varona Lukens Clerk of the Board of Supervisors	By Mike Cintonomial
//	By Deputy (seal)	Hereby certify that pursuant to Section 25103 of the Government Code.
,	Pursuant to the provisions of Section 3775 governing body of the city of N/A her in this agreement.	of the Revenue and Paration Code the
	ATTEST: AUUP L	
	N/A	
	• •	1 By 2001 N/A Mayor
	(seal) Violet Varona Luke VIOLET VARONA-LUKE EXECUTIVE OFFICE	Pens INS R

This agreement was submitted to me before execution by the board of supervisors and I have compared the same with the records of Los Angeles County relating to the real property described therein.

WalfSalad Los Angeles County Tax Collector

Pursuant to the provisions of Sections 3775 and 3795 of the Revenue and Taxation Code, the Controller agrees to the selling price hereinbefore set forth and approves the foregoing agreement this 5^{th} day of November, 49 2001

KATHLEEN GOUNTY, STATE CONTROLLER

STEPHEN L. EDWARDS, Chief Bureau of Tax Administration

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This Agreement is made this 1544 day of Mry, 1920, by and between

the Board of Supervisors of Los Angeles County, State of California, and The City of Torrance ("Purchaser"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

The real property situated within said county, hereinafter set forth and described in Exhibit "A" attached hereto and made a part hereof, is tax-defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes, pursuant to provision of law.

It is mutually agreed as follows:

- that as provided by Section 3800 of the Revenue and Taxation Code, the cost of giving notice of this agreement shall be paid by the PURCHASER, and
- 2. that the PURCHASER agrees to pay the sum of \$37,811.23 for the real property described in Exhibit "A" within 14 days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to PURCHASER.
- 3. that said purchaser will not share in the distribution of payment required in this agreement.

APPROVED AS TO FORM:

LLOYD W. PELLMAN County Counsel

Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit "A" is redeemed prior to the effective date of this agreement, this agreement shall be null and void as to that individual parcel. This agreement shall also become null and void and the right of redemption restored upon the PURCHASER'S failure to comply with the terms and conditions of this agreement. Time is of the essence.

ORIGINAL

SUPERVISORIAL DISTRICT 4

AGREEMENT NUMBER 2007

EXHIBIT "A"

LEGAL	LOCATION	FIRST YEAR	DEFAULT	PURCHASE
DESCRIPTION		DELINQUENCY	NUMBER	PRICE
TORRANCE TRACT LOT 1 BLK 3	CITY OF TORRANCE	1992	7355-029-007	\$37,811.23

Enclosures

EXHIBIT "A"

DESCRIPTION	FIRST YEAR	DEFAULT	PURCHASE
	DELINQUENT	NUMBER	PRICE
*Torrance Tract	1992	7355-029 –007	37,811.23

Redevelopment Agency September 16, 2003

Agency Agenda Item 4A

Honorable Chairman and Members of the Torrance Redevelopment Agency City Hall Torrance, California

Members of the Agency:

SUBJECT: Downtown Torrance Mural, Torrance Tire Property 1312 Cabrillo

RECOMMENDATION

Redevelopment Staff recommends that the Redevelopment Agency approve the attached License Agreement and authorize the execution of the License Agreement by and between the Redevelopment Agency of the City of Torrance and the Depot Restaurant.

Funding: n/a

BACKGROUND AND ANALYSIS

On January 16, 2001, the Redevelopment Agency approved the acquisition of the Torrance Tire Property, located at 1312 Cabrillo Avenue, from the County of Los Angeles and gained title on July 22, 2002. Thus far, Redevelopment Agency staff has demolished the old blighted building, repaved and restriped the lot for parking use and restructed and repainted the remaining wall to match the building next door. These improvements have enhanced the look of this prominent property just south of the Depot Restaurant and across Cabrillo from the Downtown Plaza.

Michael Schaefer, the owner of the Depot Restaurant noticed the work taking place on the property and developed a mural concept to further improve the look of the property. He discussed his idea of creating a mural on the wall saying "Welcome to Downtown Torrance" and utilizing historic Downtown Torrance motifs including the Irving Gill Bridge, the Depot, the Redcar, palm trees, railroad tracks and historic lampposts with Staff. Staff considered the idea to be additive to the efforts of the Agency to beautify the Downtown and develop the Downtown's identity. It also continues the forward momentum in the area. In addition, the Trinchero Winery, co-sponsor of the mural, will be displayed on the Red Car Trolley. Subsequently Mr. Schaefer had a graphic artist prepare a drawing that has been located outside of Agency member's offices along with a photo rendition of how it would look on the building wall.

Mr. Schaefer and Staff have worked together to develop the attached License Agreement to allow the Mural to be produced on the wall at the sole cost and expense of the Depot. The Depot Restaurant will also be responsible for the continued maintenance thereafter and will indemnify and hold the Agency harmless from any damages or liens resulting from the production of the Mural. The Agency will be responsible for graffiti removal and noticing the Depot, which will be responsible for any needed restoration work. The proposed License Agreement can be terminated by either party without cause.

This would be the third Mural in the Downtown. The first Mural on the Employment Development Department Building on Engracia Avenue was recently rehabilitated with the participation of the Agency. A second Mural of bicyclists was done as part of an Agency funded Commercial Rebate of property located at 1424 Marcelina Avenue. These Murals help provide interest in the Downtown that works in concert with other Agency programs to upgrade and restore Downtown Torrance. Staff continues to encourage these types of entrepreneurial endeavors in the Downtown Area.

Redevelopment staff is, therefore, recommending the Redevelopment Agency approve the License Agreement and authorize Redevelopment Staff to execute the License Agreement by and between the Redevelopment Agency of the City of Torrance and the Depot Restaurant to commission the mural.

Respectfully submitted,

Jeffery W. Gibson

Deputy Executive Director

Michael G. Bihn

Planning Manager

Comprehensive Planning, Redevelopment & Housing

ACOUN.

Jeffer (W) Glbson

Deputy Executive Director

Executive Director

Attachment:

A. License Agreement

B. Mural drawing (Limited Distribution)

C. Site Location

LICENSE AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE AND THE DEPOT RESTAURANT

RECITALS

The Redevelopment Agency of the City of Torrance ("AGENCY") is the owner of the wall located at 1312 Cabrillo, Torrance, California ("FACILITY").

The Depot Restaurant ("MURALIST") desires to paint a mural on the FACILITY.

The MURALIST has prepared a drawing of a mural for the FACILITY, which is Attachment A to this License Agreement and made a part hereof.

The MURALIST believes it is in the public interest for the mural to be painted on the FACILITY and enters into this License Agreement for that purpose.

The AGENCY believes it is in the interest of the continued redevelopment of the Downtown Torrance Redevelopment Project Area to beautify the FACILITY with a mural and enters into this License Agreement for that purpose.

AGREEMENT

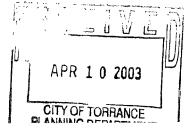
The parties to this Agreement agree as follows:

AGENCY COVENANTS

The AGENCY will provide access to the FACILITY and allow the muralist to paint on the FACILITY a mural as depicted in Attachment A. The AGENCY will assist and facilitate the issuance of necessary permits for the mural. The AGENCY will allow the mural to remain on the FACILITY so long as the FACILITY is not needed for other Redevelopment purposes and the mural remains in a presentable state, all at the sole discretion of the AGENCY. The AGENCY will cause any graffiti to be removed and/or covered over. The AGENCY grants the MURALIST the right to access and restore any damage to the mural and grants the right to refresh the mural in conformance with Attachment A as may be needed from time to time.

AGENCY REPRESENTATIVE

Mike Bihn is designated as the "AGENCY Representative", authorized to act in the AGENCY's behalf with respect to this Agreement. Whenever approval, directions, or other actions are required by AGENCY under this Agreement, those actions will be taken by the AGENCY Representative, unless otherwise stated. The Executive director of the AGENCY has the right to designate another AGENCY Representative at any time, by providing notice to the MURALIST.



DEPOT RESTURANT COVENANTS

The Depot Restaurant, at its sole cost and expense, will have a Mural painted on the FACILITY as shown in Attachment A. Painting of the Mural will commence within 120 days of the execution of this Agreement and be completed no later than 90 days after the start of painting.

DEPOT RESTURANT REPRESENTATIVE

Michael Shafer, owner of the Depot Restaurant, is designated as the (MURALIST's Representative, authorized to act in the MURALIST's behalf with respect to this Agreement. Whenever approval, directions, or other actions are required by MURALIST under this Agreement, those actions will be taken by the MURALIST Representative, unless otherwise stated. The MURALIST has the right to designate another MURALIST Representative at any, time, by providing notice to the AGENCY.

MUTUAL COVENANTS

The MURALIST will be responsible for the cost of the Mural and agrees to indemnify and hold AGENCY harmless from any damages or liens resulting from or caused by the production of the Mural. When completed, MURALIST assume sole responsibility for the Mural. The AGENCY will be responsible for causing any graffiti to be removed and/or covered and providing notice to the MURALIST that restoration is needed. The MURALIST, at its sole cost and expense will be responsible for all maintenance of the Mural and any restoration work on the Mural. The AGENCY will grant access to the FACILITY so that maintenance or restoration work can be completed.

The AGENCY and the MURALIST, mutually agree that this Agreement may be terminated at any time without cause by either party by providing written notice delivered by hand or mailed by pre-paid first class mail to:

AGENCY: Agency Clerk MURALIST: Michael Shafer, The Depot Restaurant

3031 Torrance Blvd. 1250 Cabrillo Avenue Torrance, CA 90503 Torrance CA 90501

This License will continue until terminated by one of the parties or the FACILITY is sold by the AGENCY after the mural is completed in order to allow periodic maintenance of the Mural by the MURALIST. Nothing in the Agreement shall change or limit any rights of ownership of the FACILITY enjoyed by AGENCY.

The terms of the Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply. The persons signing this Agreement warrant that they are duly autorized to enter into this Agreement.

...

REDEVELOPMENT AGENCY
OF THE CITY OF TORRANCE
A Body

By:_____

Michael G. Bihn Planning Manager Redevelopment & Housing

ATTEST:

APPROVED AS TO FORM: JOHN L. FELLOWS III Agency Counsel

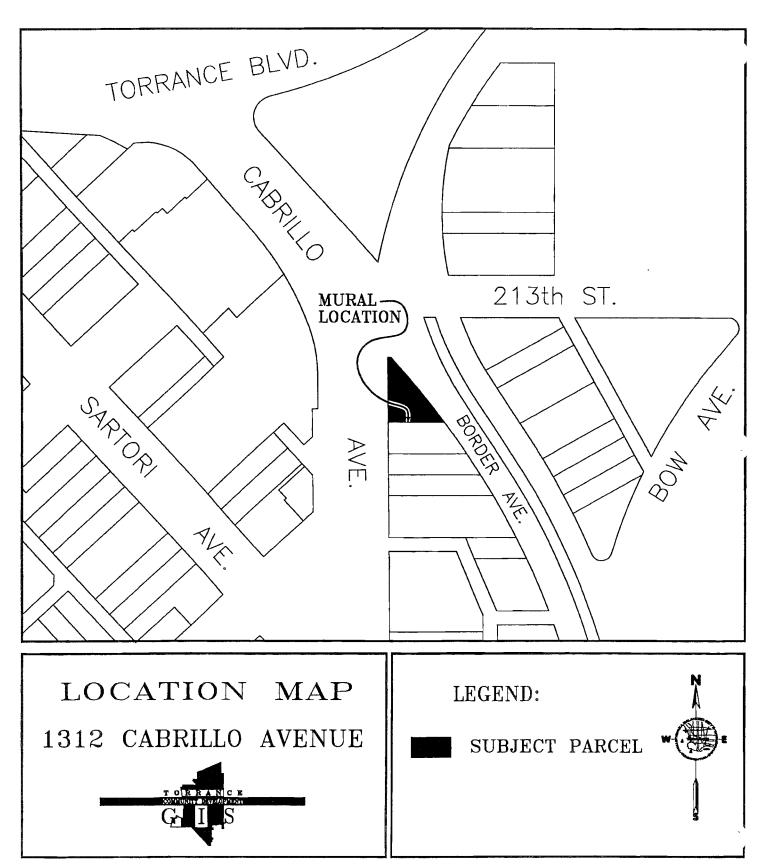
Ronald T. Pohl

Assistant Agency Counsel

THE DEPOT RESTAURANT

Michael Sh Owner

Attachment C



Prepared using City of Torrance Community Development Department Geographic Information System Jeffery W. Gibson, Director

Redevelopment Agency October 28, 2003

Agency Agenda Item 4B

Honorable Chairman and Members of the Torrance Redevelopment Agency City Hall Torrance, California

Members of the Agency:

SUBJECT: Continued Consideration of Downtown Torrance Mural, Torrance Tire

Property 1312 Cabrillo

RECOMMENDATION

The Cultural Arts Commission recommends approval of the Mural concept and Redevelopment Staff recommends that the Redevelopment Agency approve the attached License Agreement and authorize the execution of the License Agreement by and between the Redevelopment Agency of the City of Torrance and the Depot Restaurant.

Funding: n/a

BACKGROUND AND ANALYSIS

On September 16, 2003 Staff presented an item to the Agency for the production of a mural on the Torrance Tire Property at 1312 Cabrillo (Attachment A). The Agency requested Staff to collect input on the mural through the Cultural Arts Commission and return the item to the Agency as soon as practical. On September 30, the mural concept was presented to the Art In Public Places Committee of the Cultural Art Commission.

The Committee reviewed the mural, moved and unanimously adopted the following recommendation to the Cultural Arts Commission:

- 1. Approve the concept of having this mural in Downtown Torrance at the location as currently specified.
- 2. Sustain the "Welcome to Downtown Torrance" phrase as-is.
- 3. The Red Car figure should have the correct car number and read "Pacific Electric Red Car" in the painting.
- 4. The Trinchero Winery advertisement that is attached to the mural should be removed from the body of the mural and placed in an appropriate space and size near the mural with a text something like "Mural Sponsored (or Made Possible by Trincheo Winery."

Mr. Shafer, the Mural proponent, agreed to these conditions and presented a revised Mural drawing to the Cultural Arts Commission. The Commission took up the item on October 20, 2003 (Attachment B). The Commission reviewed the Committee's recommendation and a revised Mural Drawing presented by Mr. Shafer. The Commission concurred in the Committee's recommendation as embodied in the revised Mural drawing with the understanding that the appropriate Red Car number would be added to Mural when that number was determined. Staff believes that number is 1106 but will insure that the correct number is placed on the Mural.

Respectfully submitted,

Jeffery W. Gibson

Deputy Executive Director

By__

Michael G. Bahn Planning Manager

Redevelopment, Housing & Comprehensive Planning

Robert Myers

Cultural Services Administrator

Jeffery W. Gibson

Deputy Executive Director

Executive Qirector

Attachment:

- A. Redevelopment Agency Item 4A, September 16, 2003
- B. Cultural Arts Commission Item 7A, October 20, 2003
- C. License Agreement.

Attachment A

Redevelopment Agency September 16, 2003

Agency Agenda Item 4A

Honorable Chairman and Members of the Torrance Redevelopment Agency City Hall Torrance, California

Members of the Agency:

SUBJECT: Downtown Torrance Mural, Torrance Tire Property 1312 Cabrillo

RECOMMENDATION

Redevelopment Staff recommends that the Redevelopment Agency approve the attached License Agreement and authorize the execution of the License Agreement by and between the Redevelopment Agency of the City of Torrance and the Depot Restaurant.

Funding: n/a

BACKGROUND AND ANALYSIS

On January 16, 2001, the Redevelopment Agency approved the acquisition of the Torrance Tire Property, located at 1312 Cabrillo Avenue, from the County of Los Angeles and gained title on July 22, 2002. Thus far, Redevelopment Agency staff has demolished the old blighted building, repaved and restriped the lot for parking use and restructed and repainted the remaining wall to match the building next door. These improvements have enhanced the look of this prominent property just south of the Depot Restaurant and across Cabrillo from the Downtown Plaza.

Michael Schaefer, the owner of the Depot Restaurant noticed the work taking place on the property and developed a mural concept to further improve the look of the property. He discussed his idea of creating a mural on the wall saying "Welcome to Downtown Torrance" and utilizing historic Downtown Torrance motifs including the Irving Gill Bridge, the Depot, the Redcar, palm trees, railroad tracks and historic lampposts with Staff. Staff considered the idea to be additive to the efforts of the Agency to beautify the Downtown and develop the Downtown's identity. It also continues the forward momentum in the area. In addition, the Trinchero Winery, co-sponsor of the mural, will be displayed on the Red Car Trolley. Subsequently Mr. Schaefer had a graphic artist prepare a drawing that has been located outside of Agency member's offices along with a photo rendition of how it would look on the building wall.

Mr. Schaefer and Staff have worked together to develop the attached License Agreement to allow the Mural to be produced on the wall at the sole cost and expense of the Depot. The Depot Restaurant will also be responsible for the continued maintenance thereafter and will indemnify and hold the Agency harmless from any damages or liens resulting from the production of the Mural. The Agency will be responsible for graffiti removal and noticing the Depot, which will be responsible for any needed restoration work. The proposed License Agreement can be terminated by either party without cause.

This would be the third Mural in the Downtown. The first Mural on the Employment Development Department Building on Engracia Avenue was recently rehabilitated with the participation of the Agency. A second Mural of bicyclists was done as part of an Agency funded Commercial Rebate of property located at 1424 Marcelina Avenue. These Murals help provide interest in the Downtown that works in concert with other Agency programs to upgrade and restore Downtown Torrance. Staff continues to encourage these types of entrepreneurial endeavors in the Downtown Area.

Redevelopment staff is, therefore, recommending the Redevelopment Agency approve the License Agreement and authorize Redevelopment Staff to execute the License Agreement by and between the Redevelopment Agency of the City of Torrance and the Depot Restaurant to commission the mural.

Respectfully submitted,

Jeffery W. Gibson

Deputy Executive Director

Michael G. Bihn

Planning Manager

Comprehensive Planning, Redevelopment & Housing

ONCUR:

Jeffer (W) G|bson Deput Executive Director

Executive Director

Attachment:

A. License Agreement

B. Mural drawing (Limited Distribution)

C. Site Location

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RECITALS

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The Depot Restaurant ("MURALIST") desires to paint a mural on the FACILITY.

The MURALIST has prepared a drawing of a mural for the FACILITY, which is Attachment A to this License Agreement and made a part hereof.

The MURALIST believes it is in the public interest for the mural to be painted on the FACILITY and enters into this License Agreement for that purpose.

The AGENCY believes it is in the interest of the continued redevelopment of the Downtown Torrance Redevelopment Project Area to beautify the FACILITY with a mural and enters into this License Agreement for that purpose.

<u>AGREEMENT</u>

The parties to this Agreement agree as follows:

AGENCY COVENANTS

The AGENCY will provide access to the FACILITY and allow the muralist to paint on the FACILITY a mural as depicted in Attachment A. The AGENCY will assist and facilitate the issuance of necessary permits for the mural. The AGENCY will allow the mural to remain on the FACILITY so long as the FACILITY is not needed for other Redevelopment purposes and the mural remains in a presentable state, all at the sole discretion of the AGENCY. The AGENCY will cause any graffiti to be removed and/or covered over. The AGENCY grants the MURALIST the right to access and restore any damage to the mural and grants the right to refresh the mural in conformance with Attachment A as may be needed from time to time.

AGENCY REPRESENTATIVE

Mike Bihn is designated as the "AGENCY Representative", authorized to act in the AGENCY's behalf with respect to this Agreement. Whenever approval, directions, or other actions are required by AGENCY under this Agreement, those actions will be taken by the AGENCY Representative, unless otherwise stated. The Executive director of the AGENCY has the right to designate another AGENCY Representative at any time, by providing notice to the MURALIST.

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The AGENCY and the MURALIST, mutually agree that this Agreement may be terminated at any time without cause by either party by providing written notice delivered by hand or mailed by pre-paid first class mail to:

AGENCY: Agency Clerk MURALIST: Michael Shafer, The Depot Restaurant

3031 Torrance Blvd. 1250 Cabrillo Avenue Torrance, CA 90503 Torrance CA 90501

This License will continue until terminated by one of the parties or the FACILITY is sold by the AGENCY after the mural is completed in order to allow periodic maintenance of the Mural by the MURALIST. Nothing in the Agreement shall change or limit any rights of ownership of the FACILITY enjoyed by AGENCY.

The terms of the Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply. The persons signing this Agreement warrant that they are duly autorized to enter into this Agreement.

REDEVELOPMENT AGENCY
OF THE CITY OF TORRANCE
A Body

By:

Michael G. Bihn Planning Manager Redevelopment & Housing

ATTEST:

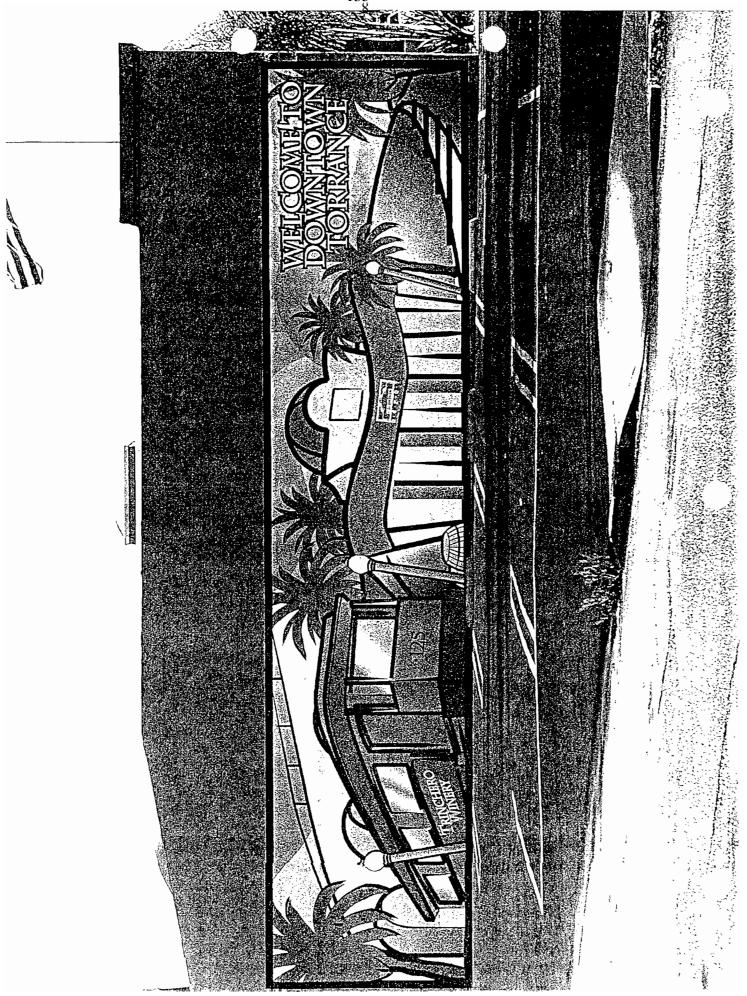
APPROVED AS TO FORM: JOHN L. FELLOWS III Agency Counsel

Ronald T. Pohl
Assistant Agency Counsel

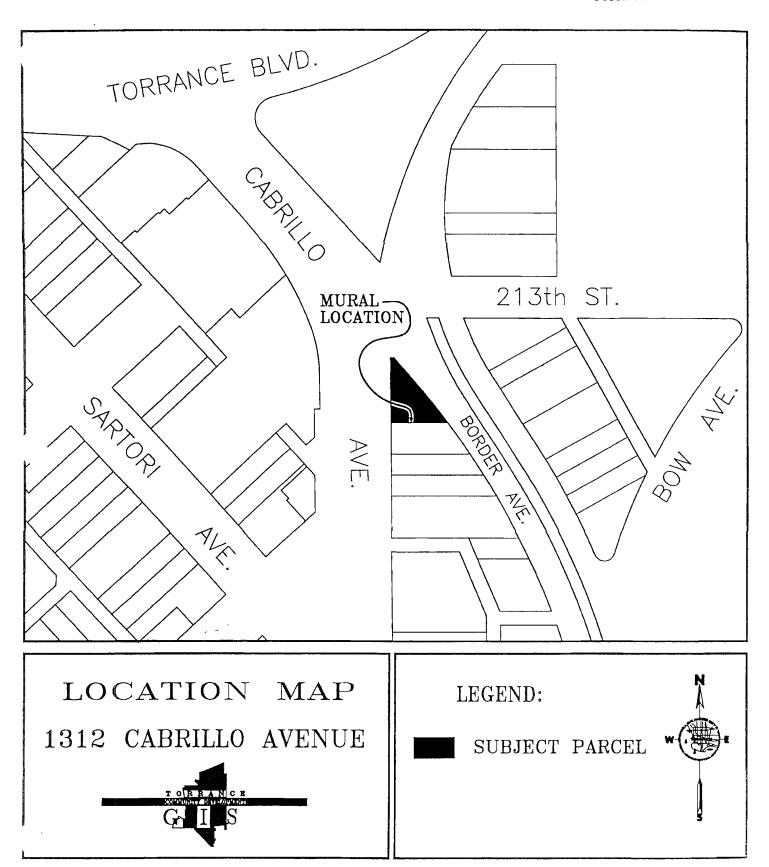
THE DEPOT RESTAURANT

Michael Shafer

Owner



Attachment C



Prepared using City of Torrance Community Development Department Geographic Information System Jeffery W. Gibson, Director

Attachment B

COMMISSION MEETING October 20, 2003

TO: CULTURAL ARTS COMMISSION

FROM: ROBERT J. MYERS, CULTURAL SERVICES ADMINISTRATOR

SUBJECT: ART IN PUBLIC PLACES RECOMMENDATION

The Art in Public Places Committee (AIPPC) was asked to review, comment and make recommendations concerning a proposed mural to be painted on the wall adjacent to the Depot Restaurant in downtown Torrance. The AIPPC met September 30, 2003 to discuss this issue and to develop a recommendation to the Cultural Arts Commission at its meeting of October 20, 2003.

Background

On January 16, 2001, the Redevelopment Agency approved the acquisition of the Torrance Tire Property, located at 1312 Cabrillo Avenue, from the County of Los Angeles and gained title on July 22, 2002. Thus far, Redevelopment Agency staff has demolished the old blighted building, repaved and restriped the lot for parking use and restructed and repainted the remaining wall to match the building next door. These improvements have enhanced the look of this prominent property just south of the Depot Restaurant and across Cabrillo from the Downtown Plaza.

Michael Shafer, the owner of the Depot Restaurant noticed the work taking place on the property and developed a mural concept to further improve the look of the property. He discussed his idea of creating a mural on the wall saying "Welcome to Downtown Torrance" and utilizing historic Downtown Torrance motifs including the Irving Gill Bridge, the Depot, the Redcar, palm trees, railroad tracks and historic lampposts with Staff. Staff considered the idea to be additive to the efforts of the Agency to beautify the Downtown and develop the Downtown's identity. It also continues the forward momentum in the area. In addition, the Trinchero Winery, co-sponsor of the mural, will be displayed on the Red Car Trolley. Subsequently Mr. Shafer had a graphic artist prepare a drawing that has been located outside of Agency member's offices along with a photo rendition of how it would look on the building wall.

Mr. Shafer and Staff have worked together to develop the attached License Agreement to allow the Mural to be produced on the wall at the sole cost and expense of the Depot. The Depot Restaurant will also be responsible for the continued maintenance thereafter and will indemnify and hold the Agency harmless from any damages or liens resulting from the production of the Mural. The Agency will be responsible for graffiti

removal and noticing the Depot, which will be responsible for any needed restoration work. The proposed License Agreement can be terminated by either party without cause.

This would be the third Mural in the Downtown. The first Mural on the Employment Development Department Building on Engracia Avenue was recently rehabilitated with the participation of the Agency. A second Mural of bicyclists was done as part of an Agency funded Commercial Rebate of property located at 1424 Marcelina Avenue. These Murals help provide interest in the Downtown that works in concert with other Agency programs to upgrade and restore Downtown Torrance. Staff continues to encourage these types of entrepreneurial endeavors in the Downtown Area.

In 2000, the City of Torrance established an Art in Public Places Committee to research and explore the establishment of an AIPP program in Torrance. The AIPPC consists of the following members:

Paul Nowatka, Torrance City Council Linda Cessna, Building and Safety Janene Ferguson, Cultural Services John Powers, Consultant Ann Smisek, TCAC Foundation June Armstrong, Cultural Arts Commission Diane Reeves, Artist Sue Herbers, Torrance Historical Soc. Jack Hackmeister, Attorney Robert Myers, Cultural Services Dennis Pucket, TUSD Bobbie Snyder, Torrance PTA Tom Tanza, Torrance Artists Guild

<u>Analysis</u>

The AIPP Committee met to discuss a proposed mural on September 30. Depot Restaurant owner Michael Shafer met with the Committee to discuss changes to the preliminary rendition. Mr. Shafer explained that the proposed mural is meant to be temporary art until the adjacent vacant lot is either sold or developed. He indicated that protective paint will be used to ward off graffiti and that the colors used will be compatible with other down town Torrance buildings. The dimensions of the mural will be approximately 11 feet x 50 feet.

The Committee moved and unanimously adopted the following recommendation to the Cultural Arts Commission:

- 1. Approve the concept of having this mural in Downtown Torrance at the location as currently specified.
- 2. Sustain the "Welcome to Downtown Torrance" phrase as-is.
- 3. The Red Car figure should have the correct car number and read "Pacific Electric Red Car" in the painting.
- 4. The Trinchero Winery advertisement that is attached to the mural should be removed from the body of the mural and placed in an appropriate space and size near the mural with a text something like "Mural Sponsored (or Made Possible) by Trinchero Winery." (Trinchera Winery is donating \$2,000 to this project.)

Mr. Shafer has agreed to these conditions.

Recommendation

The Art in Public Places Committee recommends that the Cultural Arts Commission approve the recommendation and recommend it to the City of Torrance Redevelopment Agency.

Respectfully submitted

Robert J. Myers

Cultural Services Administrator

x:p&rfiles/culturalartscommission/commissionitems/2003items/2003-10

LICENSE AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE AND THE DEPOT RESTAURANT

RECITALS

The Redevelopment Agency of the City of Torrance ("AGENCY") is the owner of the wall located at 1312 Cabrillo, Torrance, California ("FACILITY").

The Depot Restaurant ("MURALIST") desires to paint a mural on the FACILITY.

The MURALIST has prepared a drawing of a mural for the FACILITY, which is Attachment A to this License Agreement and made a part hereof.

The MURALIST believes it is in the public interest for the mural to be painted on the FACILITY and enters into this License Agreement for that purpose.

The AGENCY believes it is in the interest of the continued redevelopment of the Downtown Torrance Redevelopment Project Area to beautify the FACILITY with a mural and enters into this License Agreement for that purpose.

AGREEMENT

The parties to this Agreement agree as follows:

AGENCY COVENANTS

The AGENCY will provide access to the FACILITY and allow the muralist to paint on the FACILITY a mural as depicted in Attachment A. The AGENCY will assist and facilitate the issuance of necessary permits for the mural. The AGENCY will allow the mural to remain on the FACILITY so long as the FACILITY is not needed for other Redevelopment purposes and the mural remains in a presentable state, all at the sole discretion of the AGENCY. The AGENCY will cause any graffiti to be removed and/or covered over. The AGENCY grants the MURALIST the right to access and restore any damage to the mural and grants the right to refresh the mural in conformance with Attachment A as may be needed from time to time.

AGENCY REPRESENTATIVE

Mike Bihn is designated as the "AGENCY Representative", authorized to act in the AGENCY's behalf with respect to this Agreement. Whenever approval, directions, or other actions are required by AGENCY under this Agreement, those actions will be taken by the AGENCY Representative, unless otherwise stated. The Executive director of the AGENCY has the right to designate another AGENCY Representative at any time, by providing notice to the MURALIST.

DEPOT RESTURANT COVENANTS

The Depot Restaurant, at its sole cost and expense, will have a Mural painted on the FACILITY as shown in Attachment A. Painting of the Mural will commence within 120 days of the execution of this Agreement and be completed no later than 90 days after the start of painting.

DEPOT RESTURANT REPRESENTATIVE

Michael Shafer, owner of the Depot Restaurant, is designated as the (MURALIST's Representative, authorized to act in the MURALIST's behalf with respect to this Agreement. Whenever approval, directions, or other actions are required by MURALIST under this Agreement, those actions will be taken by the MURALIST Representative, unless otherwise stated. The MURALIST has the right to designate another MURALIST Representative at any, time, by providing notice to the AGENCY.

MUTUAL COVENANTS

The MURALIST will be responsible for the cost of the Mural and agrees to indemnify and hold AGENCY harmless from any damages or liens resulting from or caused by the production of the Mural. When completed, MURALIST assume sole responsibility for the Mural. The AGENCY will be responsible for causing any graffiti to be removed and/or covered and providing notice to the MURALIST that restoration is needed. The MURALIST, at its sole cost and expense will be responsible for all maintenance of the Mural and any restoration work on the Mural. The AGENCY will grant access to the FACILITY so that maintenance or restoration work can be completed.

The AGENCY and the MURALIST, mutually agree that this Agreement may be terminated at any time without cause by either party by providing written notice delivered by hand or mailed by pre-paid first class mail to:

AGENCY: Agency Clerk MURALIST: Michael Shafer, The Depot Restaurant

3031 Torrance Blvd. 1250 Cabrillo Avenue Torrance, CA 90503 Torrance CA 90501

This License will continue until terminated by one of the parties or the FACILITY is sold by the AGENCY after the mural is completed in order to allow periodic maintenance of the Mural by the MURALIST. Nothing in the Agreement shall change or limit any rights of ownership of the FACILITY enjoyed by AGENCY.

The terms of the Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply. The persons signing this Agreement warrant that they are duly autorized to enter into this Agreement.

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE A Body

By:____

Michael G. Bihn Planning Manager Redevelopment & Housing

ATTEST:

APPROVED AS TO FORM: JOHN L. FELLOWS III

Agency Counsel

Ronald T. Pohl Assistant Agency Counsel

THE DEPOT RESTAURANT

Michael Shafe Owner

PLANNING COMMISSION RESOLUTION NO. 08-078

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF TORRANCE, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT AS PROVIDED FOR IN DIVISION 9, CHAPTER 5, ARTICLE 3 OF THE TORRANCE MUNICIPAL CODE TO ALLOW A RESTAURANT WITH BEER AND WINE SERVICE IN AN EXISTING RETAIL SPACE WITHIN THE PLAZA DEL PRADO COMPLEX LOCATED IN THE COMMERCIAL SECTOR OF THE DOWNTOWN REDEVELOPMENT PROJECT AREA, AT 1231 CABRILLO AVENUE SUITES 107A AND B.

CUP 08-00019: HABIB NAEIM

WHEREAS, staff has reviewed the proposal in relation to the Environmental Impact Report (EIR) prepared for the Downtown Redevelopment Plan (EA 78-46). Because this proposal falls within the mix of activities proposed in the Plan EIR and incorporates mitigation measures, the EIR provides the environmental document for this proposed project; and

WHEREAS, minor alterations of existing public or private structures or facilities involving negligible or no expansion of use beyond that previously existing are Categorically Exempted Section 15301 of the 2008 Guidelines for the California Environmental Quality Act; and

WHEREAS, the Planning Commission of the City of Torrance conducted a public hearing on August 20, 2008, to consider an application for a Conditional Use Permit filed by Habib Naeim to allow a restaurant with beer and wine service in an existing retail space on property located in the Commercial Sector of the Downtown Redevelopment Project Area at 1231 Cabrillo Avenue Suite 107A and B; and

WHEREAS, due and legal publication of notice was given to owners of property in the vicinity thereof and due and legal hearings have been held, all in accordance with the provisions of Division 9, Chapter 5, Article 1 of the Torrance Municipal Code; and

WHEREAS, the Planning Commission by the following roll call vote APPROVED CUP08-00019, subject to conditions:

> AYES: COMMISSIONERS: Busch, Gibson, Horwich, Skoll, Uchima

> > Weideman, Chairperson Browning

None NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

None

ABSTAIN: COMMISSIONERS:

None

WHEREAS, the Planning Commission of the City of Torrance does hereby find and determine as follows:

- A) The property for which this Conditional Use Permit is approved by the Torrance Planning Commission is located at 1231 Cabrillo Avenue Suite 107A and B, and is described as Lot 2 of Tract 50277.
- B) The proposed restaurant with beer and wine service is conditionally permitted within the Commercial Sector of the Downtown Redevelopment Project area and complies with all of the applicable provisions of the Development Standards and Downtown Redevelopment Plan, and complies with all conditions imposed on the property.
- C) The proposed use will not impair the integrity and character of the Commercial Sector of the Downtown Redevelopment Project area because the proposed restaurant with beer and wine service complies with the standards of the Commercial Sector of the Downtown Redevelopment Project area.
- D) The subject site is physically suitable for the proposed restaurant with beer and wine service, as there is adequate area for the building and landscaping. Parking will comply with the Downtown Redevelopment parking standards.
- E) The proposed restaurant with beer and wine service will be compatible with the land use presently on the subject property, as the other land uses are also commercial uses.
- F) The proposed restaurant with beer and wine service will be compatible with existing and proposed future land uses within the Commercial Sector of the Downtown Redevelopment Project area and the surrounding property because the area consists of a mix of commercial and residential developments.
- G) The proposed restaurant with beer and wine service will encourage and be consistent with the orderly development of the City as provided for in the General Plan and Downtown Redevelopment Plan because the proposed restaurant with beer and wine service furthers the goals of the General Plan and Downtown Redevelopment Plan and is surrounded by other commercial uses.
- H) The proposed restaurant with beer and wine service will not discourage the appropriate existing or planned future use of surrounding property or tenancies, because the proposed restaurant with beer and wine service furthers the goals of the General Plan and Downtown Redevelopment Plan, as the existing and planned future uses are also commercial uses and the proposed restaurant with beer and wine service complies with all applicable development standards.
- There are adequate provisions for water, sanitation, and public utilities and services
 to ensure that the proposed restaurant with beer and wine service is not detrimental
 to public health and safety.

- J) There are adequate provisions for public access to serve the proposed restaurant with beer and wine service, as there is a pedestrian walkway provided at the entrances to the site and a two-level subterranean parking lot for vehicular access.
- K) The proposed location, size, design, and operating characteristics of the proposed restaurant with beer and wine service would not be detrimental to the public interest, health, safety, convenience or welfare, or to the property of persons located in the area, because the proposed use provides all required off street parking via the two-level subterranean parking lot and a surface parking lot located adjacent to the subject property.
- L) The proposed restaurant with beer and wine service will not produce any or all of the following results:
 - 1) Damage or nuisance from noise, smoke, odor, dust or vibration,
 - 2) Hazard from explosion, contamination or fire,
 - 3) Hazard occasioned by unusual volume or character of traffic or the congregating of large numbers of people or vehicles.

NOW, THEREFORE, BE IT RESOLVED that CUP08-00019 filed by Habib Naeim to allow a restaurant with beer and wine service in an existing retail space on property located in the Commercial Sector of the Downtown Redevelopment Project Area, at 1231 Cabrillo Avenue Suite 107A and B, on file in the Community Development Department of the City of Torrance, is hereby APPROVED subject to the following conditions:

- 1. That the use of the subject property for a restaurant with beer and wine service shall be subject to all conditions imposed in Planning Commission case CUP08-00019 and any amendments thereto or modifications thereof as may be approved from time to time pursuant to Section 92.28.1 et seq. of the Torrance Municipal Code on file in the office of the Community Development Director of the City of Torrance; and said use shall be established or constructed and shall be maintained in conformance with such maps, plans, specifications, drawings, applications or other documents presented by the applicant to the Community Development Department and upon which the Planning Commission relied in granting approval;
- 2. That if this Conditional Use Permit is not implemented within one year after granting of the permit, it shall expire and become null and void unless extended by the Community Development Director for an additional period, as provided for in Section 92.27.1;
- 3. That all official plans for this project shall show pertinent CUP conditions; (Redevelopment)

- 4. That the location of any electrical transformer(s), backflow preventers, trash enclosures or other equipment shall be shown on the final working drawings, that they shall not be located in the street setback area, and that they shall be screened from public view or undergrounded to the satisfaction of Redevelopment Agency staff prior to the issuance of any building permits; (Redevelopment)
- 5. That exterior color samples shall be submitted to Redevelopment Agency staff for approval prior to any modification's of the exterior color of the building; colors shall be consistent with the Downtown color palette; (Redevelopment)
- 6. That any changes to the existing landscaping shall be submitted to Redevelopment Staff for approval prior to implementation; (Redevelopment)
- 7. That applicant shall keep all windows clear of any signs, posters and materials that may give it an unsightly appearance; (Redevelopment)
- 8. That applicant shall not store any materials, inventory or trash in the parking lot area nor any other location on the property outside of the building; (Redevelopment)
- 9. That applicant shall demonstrate that the proposed restaurant use will be able to comply with the parking standards to the satisfaction of the Redevelopment Agency staff. Should the restaurant need any additional off-site parking the applicant will work with Redevelopment Agency staff; (Redevelopment)
- That should the applicant use the public lot located at 1312 Cabrillo Avenue to satisfy their parking requirement the applicant shall execute a lease agreement with the Redevelopment Agency for the use of the additional parking; (Redevelopment)
- 11. That applicant shall inform and encourage all customers, visitors and employees of the proposed use to park in the parking lot located on-site and/or in the leased parking lot spaces; (Redevelopment)
- 12. That applicant shall be responsible for meeting the parking requirement for the proposed restaurant if the public lot located at 1312 Cabrillo Avenue changes use or is no longer available; (Redevelopment)
- 13. That outdoor seating or dining shall be subject to the approval of the Redevelopment Agency staff; (Redevelopment)
- 14. That live entertainment shall be prohibited on the premises unless authorized by the Redevelopment Agency staff and the Business License Division; (Redevelopment)
- 15. That applicant shall provide nine (9) inch (minimum) contrasting address numerals for non-residential uses; (Environmental)

- 16. That any outside public address speakers, telephone bells or similar signaling devices, which are audible on adjoining properties/leaseholds, shall be prohibited; (Environmental)
- 17. That permission for the on-premise sale and consumption of alcohol shall be in conjunction with the operation of a bona fide eating establishment. Should the restaurant cease to serve food, review of this case shall be required; (Environmental)
- 18. That the hours of operation for the restaurant shall be 11:00 a.m. to 11:30 p.m. daily. The restaurant operator shall obtain approval from the Redevelopment Agency staff for any proposed modifications to the hours of operation. (Added by Planning Commission)

Introduced, approved and adopted this 20th day of August, 2008.

Chairman, Torrance Planning Commission

ATTEST:

Secretary, Torrance Planning Commission

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF TORRANCE)

I, Gregg Lodan, Secretary to the Planning Commission of the City of Torrance, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the Planning Commission of the City of Torrance at a regular meeting of said Commission held on the 20thth day of August, 2008, by the following roll call vote:

AYES: COMMISSIONERS: Busch, Gibson, Horwich, Skoll, Uchima

Weideman, Chairperson Browning

NOES: COMMISSIONERS: None

ABSENT: COMMISSIONERS: None

ABSTAIN: COMMISSIONERS: None

Secretary, Torrance Planning Commission

Agency Meeting <u>March 24, 2009</u> Agency Agenda Item 4A

Honorable Chair and Members of the Torrance Redevelopment Agency City Hall Torrance, California

Members of the Agency:

SUBJECT: Community Development - License Agreement between

Redevelopment Agency and Plaza Del Prado Inc. for use of Agency

owned property for parking.

Expenditure: None

RECOMMENDATION

Recommendation of the Deputy Executive Director that the Redevelopment Agency enter into a License Agreement with Plaza Del Prado Inc. for the use of ten parking spaces located on Agency owned property at 1312 Cabrillo Avenue in conjunction with the operation of a restaurant located at 1231 Cabrillo Avenue, #107.

BACKGROUND AND ANALYSIS

On August 20, 2008, the Planning Commission approved a Conditional Use Permit (CUP08-00019) to allow the operation of a restaurant with the service of beer and wine in an existing commercial space within the Plaza Del Prado complex located in the Downtown Redevelopment Project Area, Commercial Sector at 1231 Cabrillo Avenue, #107.

The approval of the Conditional Use Permit was contingent upon the applicant, Harry Naeim representing Plaza Del Prado Inc., securing the use of ten additional off-site parking spaces to satisfy the remaining parking requirement for the restaurant. Redevelopment Agency staff worked with the applicant to formulate a lease agreement to utilize the Agency owned parking lot located at 1312 Cabrillo Avenue to satisfy the parking requirement. This off-site lot may be used by customers and employees of the restaurant and Plaza Del Prado. Under the lease agreement, the Redevelopment Agency will lease Plaza Del Prado Inc. ten parking spaces for a sum of \$500 a month or \$50 a month per parking space.

The public parking lot at 1312 Cabrillo Avenue currently is striped with nine parking spaces. The applicant will be responsible for re-striping and slurry sealing the parking lot with ten parking spaces to comply with City standards.

Respectfully submitted,

JEFFERY W. GIBSON Deputy Executive Director

CONCUR:

Tenery W. Gibson

Deputy Executive Director

Ted Semaan, Manager

Redevelopment & General Plan Divisions

LeRoy J. Jackson

Executive Director

Attachments:

A. License Agreement

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LICENSE AGREEMENT

This License Agreement ("License") is made and entered into as of July 1, 2009, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("AGENCY") and Plaza Del Prado, Inc., a California corporation ("LICENSEE").

RECITALS:

- A. AGENCY is the owner of fee title to property located at 1312 Cabrillo Avenue, Torrance, California, which includes a parking lot.
- B. LICENSEE operates a business located at 1231 Cabrillo Avenue #107, Torrance, California.
- C. LICENSEE desires to use ten parking spaces owned by the AGENCY for employee and customer parking.

AGREEMENT:

1. PREMISES

AGENCY grants LICENSEE a license to occupy and use for parking, subject to all terms and conditions stated, ten parking spaces in the AGENCY-owned parking lot located at 1312 Cabrillo Avenue (the "Premises"). Premises are defined as ten parking spaces only and does not include the adjacent walls and structures.

2. USE

The Premises may be occupied and used by LICENSEE only for the purpose of employee and customer parking.

3. TERM

The term of this License will be for ten years commencing on the Effective Date written above.

4. TERMINATION BY CITY FOR CONVENIENCE

CITY may, upon sixty days notice, terminate this LICENSE for CITY's convenience and without cause.

5. <u>COMPENSATION</u>

A. LICENSEE agrees to pay AGENCY in advance, on the first day of each month the sum of \$500 ("Minimum Monthly Fee"). If this License does not commence on the first day of a calendar month or end on the last day of a calendar month, LICENSEE will pay prorated rent for the first and last month, as the case may be, in the amount of 1/30th of the Minimum Monthly Fee times the number of days for which the fee is being prorated.

B. All rent payable to the AGENCY will be paid, without abatement, deduction or offset, to the Finance Department of the City of Torrance located at 3031 Torrance Blvd., Torrance, California, 90503.

6. COMPLIANCE WITH LAW

LICENSEE agrees to comply with the Redevelopment Plan for the Downtown Redevelopment Project Area and all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the Premises.

7. SECURITY AND MAINTENANCE

Security and maintenance of the Premises will be the responsibility of the LICENSEE. LICENSEE agrees to maintain the Premises in a neat and sanitary condition.

8. ALTERATIONS

LICENSEE must submit a restriping plan to the Community Development Department for approval. The parking lot will be slurry sealed and restriped to the satisfaction of the Redevelopment Agency.

9. SURRENDER

At the expiration of the term of this License, LICENSEE must surrender the Premises to the AGENCY in the same condition as received, reasonable wear and tear excepted.

10. INDEMNIFICATION

LICENSEE will indemnify, defend, and hold harmless AGENCY, the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of LICENSEE, its officers, employees, agents, subcontractors or vendors. It is further agreed, LICENSEE's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of AGENCY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of AGENCY, its officers, employees or agents. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between LICENSEE and AGENCY, as to whether liability arises from the sole negligence of the AGENCY or its officers.

employees, agents, subcontractors or vendors, LICENSEE will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely negligent. LICENSEE will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

11. INSURANCE

LICENSEE shall furnish the AGENCY a certificate of liability insurance for the premises in the amount of \$1,000,000 combined single limit and naming the AGENCY, the City Council, each member thereof and each officer and employee of the AGENCY as an additional insured on the policy. The certificate of insurance will be filed with this LICENSE in the office of the City Clerk.

12. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 - 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 - 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

> LICENSEE Habib "Harry" Naeim

Plaza Del Prado, Inc. 1261 Cabrillo Ave. #210B Torrance, CA 90501

AGENCY: Clerk of the Redevelopment Agency

City of Torrance

3031 Torrance Boulevard Torrance, CA 90509-2970

Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

13. **DEFAULT**

The occurrence of any one or more of the following events will constitute a default and breach of this License by LICENSEE:

- Α. The failure to pay the Minimum Monthly Fee within three days of its due date; or
- B. The failure to perform any of LICENSEE's obligations under this License, other than the obligation to pay the Minimum Monthly Fee, more than five days after written notice from the AGENCY.

14. PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING LICENSEE may not at any time during the term of this License assign, sublease or transfer this License.

15. INTEGRATION; AMENDMENT

This License represents the entire understanding of AGENCY and LICENSEE as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this License. The License may not be modified or altered except in writing signed by both parties.

16. INTERPRETATION

The terms of this License should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this License or any other rule of construction that might otherwise apply.

17. SEVERABILITY

If any part of this License is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the License will remain in full force and effect.

18. GOVERNING LAW; JURISDICTION

This License will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the License will be in Los Angeles County, California.

19. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this License.

20. ATTORNEY'S FEES

Except as provided for in Paragraph 9, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this License (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this License, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

21. EXHIBITS

All exhibits identified in this License are incorporated into the License by this reference.

22. <u>LICENSEE'S AUTHORITY TO EXECUTE</u>

The person(s) executing this License on behalf of the LICENSEE warrant that (i) the LICENSEE is duly organized and existing; (ii) they are duly authorized to execute this License on behalf of the LICENSEE; (iii) by so executing this

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License, the LICENSEE is formally bound to the provisions of this License; and (iv) the entering into this License does not violate any provision of any other License to which the LICENSEE is bound.

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, A body, public and politic of the State of California	Plaza Del Prado Inc., a California Corporation,
Frank Scotto Chairman	Habib "Harry" Naeim, Vice President
ATTEST:	
Sue Herbers, Clerk of the Redevelopment Agency of the City of Torrance	
APPROVED AS TO FORM:	
JOHN L. FELLOWS III Agency Counsel	
Ву:	

LICENSE AGREEMENT

This License Agreement ("License") is made and entered into as of July 1, 2009, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("AGENCY") and Plaza Del Prado, Inc., a California corporation ("LICENSEE").

RECITALS:

- A. AGENCY is the owner of fee title to property located at 1312 Cabrillo Avenue, Torrance, California, which includes a parking lot.
- B. LICENSEE operates a business located at 1231 Cabrillo Avenue #107, Torrance, California.
- C. LICENSEE desires to use ten parking spaces owned by the AGENCY for employee and customer parking.

AGREEMENT:

1. PREMISES

AGENCY grants LICENSEE a license to occupy and use for parking, subject to all terms and conditions stated, ten parking spaces in the AGENCY-owned parking lot located at 1312 Cabrillo Avenue (the "Premises"). Premises are defined as ten parking spaces only and does not include the adjacent walls and structures.

2. USE

The Premises may be occupied and used by LICENSEE only for the purpose of employee and customer parking.

3. TERM

The term of this License will be for ten years commencing on the Effective Date written above.

4. TERMINATION BY CITY FOR CONVENIENCE

CITY may, upon sixty days notice, terminate this LICENSE for CITY's convenience and without cause.

5. COMPENSATION

A. LICENSEE agrees to pay AGENCY in advance, on the first day of each month the sum of \$500 ("Minimum Monthly Fee"). If this License does not commence on the first day of a calendar month or end on the last day of a calendar month, LICENSEE will pay prorated rent for the first and last month, as the case may be, in the amount of 1/30th of the Minimum Monthly Fee times the number of days for which the fee is being prorated.



B. All rent payable to the AGENCY will be paid, without abatement, deduction or offset, to the Finance Department of the City of Torrance located at 3031 Torrance Blvd., Torrance, California, 90503.

6. COMPLIANCE WITH LAW

LICENSEE agrees to comply with the Redevelopment Plan for the Downtown Redevelopment Project Area and all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the Premises.

7. SECURITY AND MAINTENANCE

Security and maintenance of the Premises will be the responsibility of the LICENSEE. LICENSEE agrees to maintain the Premises in a neat and sanitary condition.

8. ALTERATIONS

LICENSEE must submit a restriping plan to the Community Development Department for approval. The parking lot will be slurry sealed and restriped to the satisfaction of the Redevelopment Agency.

9. SURRENDER

At the expiration of the term of this License, LICENSEE must surrender the Premises to the AGENCY in the same condition as received, reasonable wear and tear excepted.

10. INDEMNIFICATION

LICENSEE will indemnify, defend, and hold harmless AGENCY, the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of LICENSEE, its officers, employees, agents, subcontractors or vendors. It is further agreed, LICENSEE's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of AGENCY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of AGENCY, its officers, employees or agents. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between LICENSEE and AGENCY, as to whether liability arises from the sole negligence of the AGENCY or its officers,

employees, agents, subcontractors or vendors, LICENSEE will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely negligent. LICENSEE will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

11. INSURANCE

LICENSEE shall furnish the AGENCY a certificate of liability insurance for the premises in the amount of \$1,000,000 combined single limit and naming the AGENCY, the City Council, each member thereof and each officer and employee of the AGENCY as an additional insured on the policy. The certificate of insurance will be filed with this LICENSE in the office of the City Clerk.

12. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 - 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 - 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

LICENSEE Habib "Harry" Naeim

Plaza Del Prado, Inc. 1261 Cabrillo Ave. #210B Torrance, CA 90501

AGENCY: Clerk of the Redevelopment Agency

City of Torrance

3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

13. DEFAULT

The occurrence of any one or more of the following events will constitute a default and breach of this License by LICENSEE:

- A. The failure to pay the Minimum Monthly Fee within three days of its due date; or
- B. The failure to perform any of LICENSEE's obligations under this License, other than the obligation to pay the Minimum Monthly Fee, more than five days after written notice from the AGENCY.

14. PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING

LICENSEE may not at any time during the term of this License assign, sublease or transfer this License.

15. INTEGRATION; AMENDMENT

This License represents the entire understanding of AGENCY and LICENSEE as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this License. The License may not be modified or altered except in writing signed by both parties.

16. INTERPRETATION

The terms of this License should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this License or any other rule of construction that might otherwise apply.

17. SEVERABILITY

If any part of this License is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the License will remain in full force and effect.

18. GOVERNING LAW; JURISDICTION

This License will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the License will be in Los Angeles County, California.

19. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this License.

20. ATTORNEY'S FEES

Except as provided for in Paragraph 9, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this License (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this License, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

21. EXHIBITS

All exhibits identified in this License are incorporated into the License by this reference.

22. LICENSEE'S AUTHORITY TO EXECUTE

The person(s) executing this License on behalf of the LICENSEE warrant that (i) the LICENSEE is duly organized and existing; (ii) they are duly authorized to execute this License on behalf of the LICENSEE; (iii) by so executing this

License, the LICENSEE is formally bound to the provisions of this License; and (iv) the entering into this License does not violate any provision of any other License to which the LICENSEE is bound.

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, A body, public and politic of the

State of California

Frank Scotto Chairman

ATTEST

Sue Herbers, Clerk of the Redevelopment Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III Agency Counsel

By: Peter I nu

Plaza Del Prado Inc., a California Corporation,

Habib "Harry" Naeim, Vice President

First Amendment to License Agreement

This First Amendment to License Agreement ("Amendment") is made and entered into as of May 1, 2011, by and between the CITY OF TORRANCE, a Municipal Corporation ("CITY") and Plaza Del Prado, Inc., a California Corporation ("LICENSEE").

RECITALS:

- A. CITY's predecessor in interest, the Redevelopment Agency of the City of Torrance ("AGENCY"), and LICENSEE entered into a License Agreement on July 1, 2009, which granted LICENSEE the use of ten AGENCY-owned spaces located at 1312 Cabrillo in conjunction with a restaurant located on LICENSEE's property located at 1231 Cabrillo Avenue #107, Torrance, California
- B. On March 8, 2011, the AGENCY transferred its interest in the License Agreement and its interest in the property located at 1312 Cabrillo to CITY.
- C. LICENSEE desires for the parking spaces to continue to be utilized by its tenant.
- D. LICENSEE's tenant, Niwattori Restaurant has requested modifications to the terms of the License with respect to ongoing fees and previous delinquent payments.

AGREEMENT:

 SECTION 5 entitled COMPENSATION of the License is amended to read in its entirety as follows:

"5. COMPENSATION

- A. LICENSEE agrees to pay CITY in advance, on the first day of each month the sum of \$250.00 per month ("Minimum Monthly Fee") commencing May 1, 2011
- B. LICENSEE further agrees and acknowledges that it owes CITY \$8,250.00 in past fees as calculated through April 30, 2011 and agrees to pay CITY in addition to the fees as outlined in SECTION 5.A. above, the sum of \$250.00 per month ("Additional Monthly Fee") until such time that the past fees amount is equal to zero."
- 2. The persons executing this Agreement on behalf of the LICENSEE warrant that (i) the LICENSEE is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the LICENSEE; (iii) by so executing this Agreement, the LICENSEE is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement



does not violate any provision of any other Agreement to which the LICENSEE is bound.

3. In all other respects, the Agreement entered into as of July 1, 2009, between the CITY and LICENSEE is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE, A Municipal Corporation Plaza Del Prado Inc., A California Corporation,

By:

Frank Scotto, Mayor

Habib "Harry" Naeim, Vice President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM: JOHN L. FELLOWS III City Attorney

Ву:

Patrick Q. Sullivan Assistant City Attorney

Attachment D

Supporting documentation for 1339 Post Ave.



AGENDA

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

September 4, 1984

(Next Resolution No. RA 84-13)

At 5:30 P.M., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance

- 1. Roll Call
- 2. Approval of Minutes August 28, 1984
- 3. Communications and Other Business
 - a. Consideration of the Purchase of Property at 1339 Post Avenue from the Owner, Arlene Hamilton. LAND MANAGEMENT TEAM AND REDEVELOPMENT STAFF RECOMMEND ADOPTION OF THE ATTACHED RESOLUTION AUTHORIZING THE PURCHASE OF THE PROPERTY AND APPROPRIATION OF \$112,000.00 FOR THAT PURPOSE. (Companion with Council Item Entitled, "Consideration of a Resolution Advancing \$112,000.00 to the Redevelopment Agency for Purchase of Property at 1339 Post Avenue".)
- 4. HEARINGS None
- 5. Report of the Director and Other Officers
- 6. Report of Committees
- 7. Oral Communications
- 8. Adjournment

David S. Ferren

Deputy Executive Director

Donna M. Baob

Clerk of the Agency

ROLL CALL: Applegate, Geissert, Mock, Nakano,

Walker, Wirth and Armstrong

Redevelopment Agency September 4, 1984 1.

August 30, 1984

Agency Meeting

September 4, 1984

AGENCY AGENDA ITEM 3a

COMPANION WITH COUNCIL ITEM

Honorable Chairman and Members of the Torrance Redevelopment Agency City Hall Torrance, California

Members of the Agency:

SUBJECT: PURCHASE OF PROPERTY AT 1339 POST AVENUE

ABSTRACT

Consideration of the purchase of property at 1339 Post Avenue from the owner, Arlene Hamilton. The acquired property is to be used for expansion of adjacent senior citizen recreational facilities. Land Management Team and Redevelopment staff recommend adoption of the attached resolution authorizing the purchase of the property and appropriation of \$112,000.00 for that purpose.

BACKGROUND

City staff recently became aware of property for sale at 1339 Post Avenue, immediately adjacent to the City-owned Post Avenue Historical Museum (formerly the Post Avenue Library) and the Bartlett Senior Citizens Center. Subsequently, with Agency approval, staff approached the owner, Arlene Hamilton, with an offer to purchase the property for \$112,000.00 which has been accepted.

ANALYSIS

The Redevelopment Plan for the Downtown Redevelopment Project specifically authorizes the Agency to acquire property or facilities for a neighborhood and/or senior citizen recreation center. The property at 1339 Post Avenue is an ideal location for expansion of existing facilities at the Bartlett Center which are currently operating beyond capacity. The purchase of this property will give the City/Agency total control of the quarter block surrounded by Cravens and Post Avenues and the two mid-block alleyways (see attached map). It will also allow the City to utilize its facilities in a more efficient manner.

Funding for the acquisition is available from City General Fund Redevelopment Reserves which now stand at over \$950,000.00. The Agency will repay the General Fund from tax increment revenues generated by the Downtown Redevelopment Project.

RECOMMENDATION

Land Management Team and Redevelopment staff recommend adoption of the attached resolution authorizing the acquisition of property located at 1339 Post Avenue and appropriating \$112,000.00 for said purpose.

Respectfully submitted,

DAVID S. FERREN Deputy Executive Director

Thomas A. Progen Planning Associate

CONCUR:

David S. Ferren

Deputy Executive Director

David S. Janen

Gene Barnett

Parks and Recreation Director

nagement Team Officer

irector Executi

TAP:pe

Attachments:

Resolution
 Location and Zoning Map

CITY MANAGER'S NOTE:

The City Manager and the Parks and Recreation Director are studying potential uses for the new Senior area. We will return with a space allocation plan in a timely manner. LJJ/bt

RESOLUTION NO. RA 84-13

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, CALIFORNIA, AUTHORIZING THE ACQUISITION OF PROPERTY LOCATED AT 1339 POST AVENUE AND APPROPRIATING \$112,000.00

WHEREAS, Arlene Hamilton is the owner of that certain property in the City of Torrance described as:

Northeast 30 feet of Lots 11 and 12 of Block 9 of the Torrance Tract,

further identified as 1339 Post Avenue and hereinafter referred to as the "subject property"; and

WHEREAS, the Agency desires to purchase said land and buildings for purposes of the Downtown Redevelopment Project within the City of Torrance; and

WHEREAS, purchase of the subject property is an appropriate activity authorized by the Redevelopment Plan for the Downtown Torrance Redevelopment Project adopted by the City Council on July 10, 1979; and

WHEREAS, the Agency has had the subject property appraised and is satisfied that the purchase price negotiated with the owner is a fair price, commensurate with the current values of similar properties; and

WHEREAS, by provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq), the City Council may appropriate, and the Agency may accept, funds necessary for the administration and implementation of redevelopment projects; and

WHEREAS, by adoption of Resolution No. RA84-13 , the City Council advanced the sum of \$112,000.00 to the Redevelopment Agency for the purchase of the subject property.

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE DOES HEREBY RESOLVE:

- That it authorizes and directs the Chairman and Executive Director to execute and the Clerk to attest a purchase agreement with the owner, Arlene Hamilton, for the property described herein above at 1339 Post Avenue;
- 2. That the Chairman, Executive Director and Clerk are further authorized and directed to execute any other incidental forms or instruments necessary to secure the recording, processing of escrow or attestation of the grant deed to accomplish the purposes of this resolution;
- That it finds and determines that the acquisition and use of the property will be of benefit to the Downtown Torrance Redevelopment Project;
- 4. That it appropriates \$112,000.00 to cover the cost of acquiring the subject property and directs that the project budget be amended accordingly; and

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5. That the Agency agrees to repay \$112,000.00 to the City, plus interest accrued thereon at the average rate normally earned by the City, from tax increments or the sale of tax allocation bonds from the Downtown Torrance Redevelopment Project. If the Downtown Torrance Redevelopment Project fails to generate sufficient proceeds to make repayment, all or a portion of the funds owned will not be reimbursed to the City.

Introduced, approved and adopted this 4th day of September, 1984.

/s/ James R. Armstrong
Chairman of the Agency

/s/ LeRoy J. Jackson
Executive Director of the Agency

ATTEST:

/s/ Dor			
Clerk of	the A	gency	
APPROVED	AS TO	FORM:	

STANLEY E. REMELMEYER, Agency Counsel

Ву	•				
- 1		 	 	 	_

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF TORRANCE)

I, DONNA M. BABB, Clerk of the Redevelopment Agency of the City of Torrance, California, do hereby certify that the foregoing resolution was duly introduced, approved and adopted by the said Agency at a regular meeting of said Agency held on the 4th day of September , 19 84, by the following roll call vote:

AYES: MEMBERS: Applegate, Geissert, Mock, Nakano, Walker,

Wirth and Armstrong.

NOES: MEMBERS: None.

ABSENT: MEMBERS: None.

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/s/ Donna M. Babb
Clerk of the Redevelopment Agency
of the City of Torrance

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September 4, 1984

Agency Meeting

September 4, 1984

SUPPLEMENTAL MATERIAL TO AGENCY AGENDA ITEM 3a

Honorable Chairman and Members of the Torrance Redevelopment Agency City Hall Torrance, California

Members of the Agency:

SUBJECT: PURCHASE OF PROPERTY AT 1339 POST AVENUE

Attached as Supplemental Material is an additional Location Map depicting the subject property and the adjacent City-owned Library and Bartlett Center.

Respectfully submitted,

DAVID S. FERREN
Deputy Executive Director

Thomas A. Progen
Planning Associate

CONCUR:

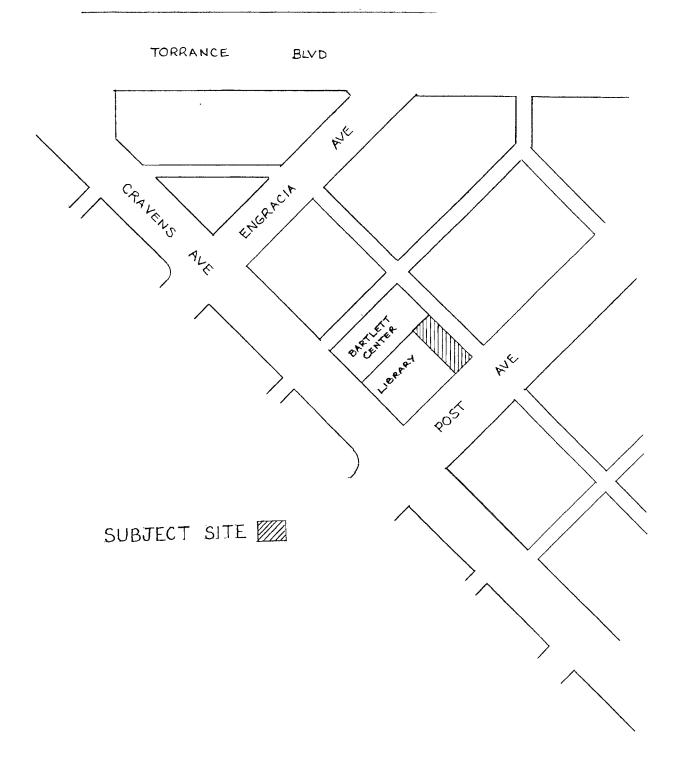
David S. Ferren

Deputy Executive Director

LeRoy J. Jackson Executive Director

SF:pe

Attachment: Location Map



RECORDING REQUESTED ...

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

The Redevelopment Agency of street the City of Torrance

3031 Torrance Blvd., CIV. Torrance, Ca. 90503 ZIP Attention: Stanley Remelmeyer City Attorney

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA

OCT 3 1984 AT 8 A.M.

Recorder's Office

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FREE 1 J

8187512-R. Mides

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX is \$ 123.20

 $\chi\chi$ computed on full value of property conveyed, or

□ computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Arlene P. Hamilton, an unmarried woman

hereby GRANT(S) to

THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

the following described real property in the City of Torrance

County of Los Angeles

State of California:

The Northeasterly 30 feet of Lots 11 and 12, in Block 9 of the Torrance Tract, as per map recorded in Book 22 Pages 94 and 95 of Maps, in the office of the County Recorder of said County.

STATE OF CALIFORNIA COUNTY OF D.S. D.S. On Dobbles Undaysigned, a Notary Pyblic in and for sold 1	Ariene P. Hair Ariene	mit i con
know to me (or proved to me on the basis of sthe person	personally isfactory evidence) to be subscribed to the within expectated the same, My Commission Expi	FICIAL SEAL N. R. MULLEDY PUBLIC - CALIFORNIA NGELES COUNTY res AUg. 9, 1987
litle Order No.	Escrow or Loan No	

DONNA BARB CITY CLERK



CITY OF TORRANCE

3031 TORRANCE BOULEVARD, TORRANCE, CALIFORNIA TELEPHONE (2131 328-5310

11-1-36

FILE NO: 0-4859 DATE: october 25th

Tax Division, Auditor-Controller 500 West Temple Street, Room 153 Los Angeles, California 90016

Attention: Tax Cancellation Section

Gentlemen:

The City of Torrance has acquired title to and requests cancellation of taxes on the property hereinafter described. This request and application for cancellation of taxes is made pursuant to Sections 4986 and amendments thereto of the Revenue and Taxation Code of California.

Please advise this office on the duplicate copy of this letter when cancellation has been completed.

Sincerely.

LEGAL DESCRIPTION: See Attached

PURPOSE: Torrance Tract

HOW ACQUIRED: GRANT DEED

WHEN ACQUIRED: September 25, 1984

RECORDED: October 3, 1984

DATE: september 25, 1984

GRANTOR: Arlens P damathor

ADDRESS:

CITY:

DOCUMENTONO: 84-1188204

TYPE OF TAXES: All marks to an income, or

IMPROVEMENTS: No.

Approval and consent to cancellation of taxes on property hereinabove described,

as requested by the City of Torrance.

JUN 18 785

The above request approved and cancellation completed.

Authorization No.

Date

1

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

July 11, 1995

(Next Resolution No. 95-8)

At 7:00 p.m., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance

- Roll Call
- 2. Motion to Accept and File Report on Posting of Agenda
- 3. Approval of Minutes June 27, 1995
- 4. Communications and Other Business
 - a. Rental of building at 1339 Post Avenue
- 5. Hearings None
- 6. Report of the Director and Other Officers
- 7. Report of Committees
- 8. Addendum Matters
- 9. Oral Communications
- 10. Request for Executive Session
- 11. Adjournment

DAVID S. FERREN

Deputy Executive Director

SUE HERBERS

Clerk of the Agency

ROLL CALL: Cribbs, Lee, Messerlian, Nakano, O'Donnell, Walker and Hardison

CITY HALL'S HOURS OF OPERATION ARE:

1

July 5, 1995

COUNCIL MEETING
July 11, 1995

Honorable Chairman and Members of the Torrance Redevelopment Agency City Hall Torrance, California

Members of the Agency:

SUBJECT: Rental of Building at 1339 Post Avenue

ABSTRACT

The Land Management Team recommends the Redevelopment Agency approve the lease of the building located at 1339 Post Avenue to Older American Resources, Inc. (OAR), for a one-year term.

BACKGROUND

The Redevelopment Agency acquired the building at 1339 Post Avenue some years ago as part of the Redevelopment Project. It is adjacent to the Bartlett Senior Center. Neither the City nor the Agency use the building, and it is appropriate to lease it to an organization that will use it for matters related to senior citizens.

ANALYSIS

The building at 1339 Post Avenue is a small office of about 1500 square feet. The Older American Resources organization proposes to lease the building for use as an office. They will set aside, free of charge to the City, about one-third of the building for use by personnel of the City who work on the Focal Point Program.

Since OAR is a fledgling organization and dependent upon donations for income, they have asked that the rent be waived for the first six months to enable them to develop an income stream. OAR has a bank account with sufficient funds to pay the necessary deposits and utility charges for this period, however.

The terms of the lease provide for rent of \$500 per month (after the initial waiver period), and the utilities are billed by the City. The utilities are provided through the Bartlett Center, and

the lease calls for OAR to pay a share of the utilities based upon the comparative ratio of square footage of the building at 1339 Post Avenue to the Bartlett Center, with the building being one-tenth the size of Bartlett Center. In addition, the City will deduct one-third of that amount because OAR will provide, free of charge, about one-third of their space in the 1339 Post Avenue building to the Focal Point volunteers of the City. The lease provides for the usual terms requiring liability insurance, prior approval of any signs, month-to-month tenancy if OAR holds over after the expiration of the lease. OAR is required to maintain the building, and they shall not assign the lease without Agency permission.

RECOMMENDATION

The Land Management Team recommends the Redevelopment Agency approve a oneyear lease of the building at 1339 Post Avenue to Older American Resource, Inc., and authorize the Agency Chairman and the Agency Clerk to execute and attest the said lease on behalf of the Agency.

Respectfully submitted,

LAND MANAGEMENT TEAM

Albert Ng, Chairman

Members:

Gene Barnett Dave Ferren Mary Giordano

CONCUR:

Agency Executive Director

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Attachment: OAR Lease (limited distribution)

LEASE

THIS LEASE is made and entered into in quadruplicate this _____ day of _____, 1995, by and between the REDEVELOPMENT AGENCY of the CITY OF TORRANCE, a body politic, hereinafter referred to as "Agency," and OLDER AMERICAN RESOURCES, INC., a California nonprofit corporation, referred to hereinafter as "OAR."

RECITALS:

WHEREAS, The agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and

WHEREAS, it is in the public interest that this property be leased to OAR to serve its charitable purposes; and

WHEREAS, said property, including the land and building, will not be required for any public purposes during the life of this Lease.

AGREEMENT:

1. PREMISES

For and in consideration of the rents, covenants and conditions herein contained, the Agency does hereby lease to OAR the real property described in Exhibit "A" attached hereto.

2. TERM

The term of this Lease shall be for a period of one year from the date of execution of this Lease. If OAR shall hold over after the expiration of the term of this Lease, such tenancy shall be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease.

3. RENT

OAR agrees to pay to the Agency as rent for said leased premises the sum of Five Hundred Dollars (\$500) per month, commencing on the first day of the seventh (7th) month following the execution of this Lease and on the first day of each month thereafter during the term of this Lease.

4. USE

Said leased premises shall be used for the purpose of providing offices for OAR and for any other purpose or purposes necessary or proper to carry out the charitable purposes of OAR as set forth in its Articles of Incorporation and Bylaws.

5. <u>COVENANT TO USE</u>

OAR agrees to manage, operate, and maintain said leased premises as a facility during the entire term of this Lease in accordance with the uses provided in Paragraph 4 herein for the benefit of the people of the state of California and, in particular, the people of Torrance.

6. COMPLIANCE WITH LAW

OAR agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to said leased premises or the operations of OAR and the Redevelopment Plan.

7. NONDISCRIMINATION

OAR agrees by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, handicaps, age national origin or ancestry, in the leasing, subleasing, transferring, use or enjoyment of the land herein leased; nor shall OAR itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased.

8. ALTERATIONS

OAR shall not make or permit any alterations or additions to the structural portions of any building on said leased premises or construct or erect any improvements on said leased premises without first obtaining the written consent of the Agency.

9. SURRENDER

At the expiration of the term of this Lease, OAR shall surrender said leased premises to the Agency in the same condition as received, reasonable wear and tear excepted, including, but not by way of limitation, any alterations, additions or improvements. Any alterations, additions or improvements shall become at once a part of said leased premises and shall remain for the benefit of the Agency. No portions of any buildings or structures thereon shall be removed from said leased premises or voluntarily destroyed or damaged without the prior written consent of the Agency.

10. MAINTENANCE

OAR, at the sole cost and expense of OAR, shall maintain said leased premises, including, but not limited to, the outside landscaping, and shall keep the same in good and sanitary condition and repair; provided, however, that the exterior of the premises, including landscaping, shall be in good repair and clean on the effective date of this Lease.

11. UTILITIES

A. OAR agrees to pay before delinquency every charge, lien or expense accruing or payable during the term of this Lease in connection with the use of said leased premises, including, but not limited to, water, electricity, gas, telephone, refuse, and other utilities and services.

B. Agency shall determine which utility or utilities are passed by or through the Bartlett Center and shall determine a monthly average for said charge or charges. City shall then determine the ratio of square feet within Bartlett Center and the subject property and shall apportion the utility or utilities charges accordingly. City shall then charge OAR 66.6 percent of the said apportioned utility rate for so long as OAR shall allow City of Torrance senior citizen organizations to share the subject property. Said utility charge or charges shall be adjusted annually (in the event OAR holds over) in proportion to the annual charge in the Consumer's Price Index, All Urban Consumers Los Angeles, Anaheim, Riverside, prepared by the United States Department of Labor, using prices prevailing during the years 1982-84 as a base of 100.

12. TAXES AND ENCUMBRANCES

OAR agrees to pay before delinquency all taxes that shall be levied against its interest in said leased premises or that become a lien against said leased premises or its interest therein during the term of this Lease.

13. LIABILITY

OAR agrees that its taking possession of the said leased premises shall be an acceptance of the safety and condition thereof. OAR further agrees to hold the City, the City Council, and each member thereof, and every officer, employee and member of each Board or Commission and the Redevelopment Agency of the City of Torrance, and each member thereof, free and harmless from any and all liability and claim for damages by reason of any injury to any person or persons, including, but not limited to, OAR, or property of any kind whatsoever and to whomsoever belonging, including, but not limited to OAR, from any cause or causes whatsoever while in, upon, or in any way connected with the said leased premises during the term of this Lease, or any renewal or extension thereof, or any occupancy thereunder.

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14. INSURANCE

A. OAR agrees that at all times during the term of this Lease and any renewal or extension thereof, it will maintain in force an insurance policy or policies that will insure and indemnify OAR and the City of Torrance, the City Council and each member thereof, every officer, employee and member of any Board or Commission, and the Redevelopment Agency of the City of Torrance and each member thereof, against liability or financial loss resulting from:

Any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the City or Agency, in the amount of not less than \$1 million combined single limit for any injury to persons and/or damage to property in the form of insurance known as comprehensive general liability.

B. City and Agency as Additional Insured and Cancellation

The City of Torrance, the City Council and each member thereof, every officer and employee of the City of Torrance and each member of a Board or Commission of the City and the Redevelopment Agency of the City of Torrance and each member thereof, acting in the due course of his or her employment or in his or her official capacity, shall be named as an additional insured on said policy. Said policy shall be issued by an insurer rated in Best's Insurance Guide with a financial rating of Class V or equivalent. Said policy shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without the Agency having been given ten (10) days' prior written notice thereof by such carrier. OAR agrees that it will not cancel or reduce said insurance coverage.

C. Certificate

At all times during the term of this Lease and prior to taking possession of said leased premises, OAR shall maintain on file with the Clerk of the City of Torrance a certificate of the insurance carrier showing that the aforesaid insurance policy is in effect in the amount above provided and a copy of the insurance policy. Notwithstanding any other provisions to the contrary contained in this Lease, OAR shall not have the right to take or remain in possession of said leased premises until such certificate is filed with the City Clerk.

D. Failure to Provide

OAR agrees that if it does not keep the aforesaid insurance in full force and effect, the Agency may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be payable within ten (10) days after notice of said payment has been given by the Agency to OAR.

15. <u>DESTRUCTION OR DAMAGE</u>

If for any reason the building on said leased premises is destroyed or damaged beyond repair, then this Lease shall terminate and OAR shall surrender the premises to the Agency. If, however, the damage to said building is repairable, as determined by agency, then the Lease shall remain in full force and effect, subject, however, to the right of the Agency to terminate the Lease in accordance with the provisions of Paragraph 2 and the duty of OAR as provided in Paragraph 9. If the damage is deemed repairable, Agency will commence repair with due diligence, and if during such period of repair and restoration OAR is prevented from using the full facilities as defined in this Lease, the rent shall be apportioned accordingly.

16. ASSIGNMENT AND SUBLETTING

- A. OAR shall not assign or sublet this Lease or any interest therein or any part thereof without first obtaining the written consent of the Agency, and the giving of such consent shall not be a waiver of any rights to object to further or future assignments or subleases, but the consent to each successive assignment or sublease must be first obtained in writing from the Agency.
- B. The appointment of a receiver to take possession of all or substantially all of the assets of OAR or a general assignment by OAR for the benefit of creditors or any action taken or suffered by OAR under any insolvency or bankruptcy act shall constitute a breach of this Lease by OAR.
- C. OAR agrees that it will provide space within the subject premises for the City of Torrance Focal Point Program, and such program shall not be considered to be a sublease.

17. NOTICE

Whenever it shall be necessary for either party to serve notice on the other respecting this Lease, such notice shall be served by certified mail addressed to the City Clerk of the City of Torrance at 3031 Torrance Boulevard, Torrance, California 90503; or to OLDER AMERICAN RESOURCES, 1339 Post Avenue, Torrance, CA 90501, unless and until different addresses may be furnished in writing by either party to the other. Such notice shall be deemed to have been served within 72 hours after the same has been deposited in a United States Post Office by certified mail, or immediately if personally served. This shall be a valid and sufficient service of notice for all purposes.

18. **DEFAULT**

In the event that OAR does not remedy any breach or default in the performance of any of the terms, covenants, or conditions of this Lease within thirty (30) days after written notice of such breach or default has been given by the Agency to OAR, the Agency shall have the right to reenter and repossess said leased premises without waiving any other rights or remedies provided by law.

19. <u>SIGNS</u>

OAR agrees that no signs or advertising material, other than any existing signs, may be erected or maintained upon said leased premises without the prior written consent of the Executive Director of the Agency or his designee (who shall be named).

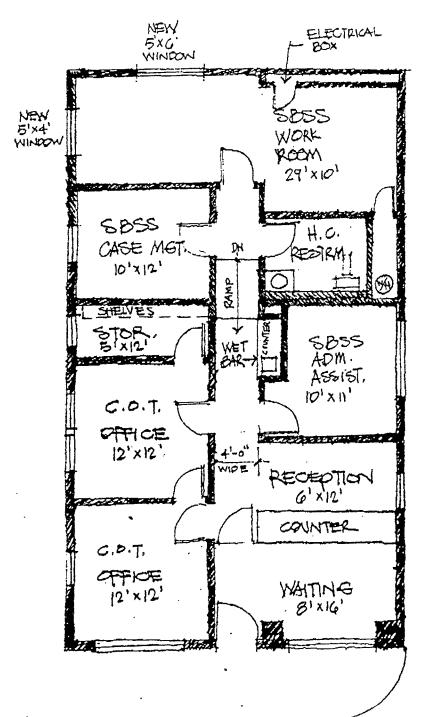
20. SUCCESSORS

Each and every term, covenant, and condition of this Lease shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto, but each and every one of the heirs, executors, administrators, successors, assigns and legal representatives of the parties hereto; provided, however, that any subletting or assignment by OAR of the whole or any part of the leased premises or any interest therein shall be subject to the provisions of paragraph 15 of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

	REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE
	By Chairman
	OLDER AMERICAN RESOURCES, INC.
ATTEST:	Ву
Sue Herbers, Agency Clerk	
APPROVED AS TO FORM:	
JOHN L. FELLOWS III Agency Counsel	
By William G. Quale Assistant Agency Counsel	
mew(OAR.ise)	

To: LASL WALZ - FAX- 6189. 5879 From: Lok NG/BOA



ALLEY

HORTH

SCHENE A 5001=1'-0"

BARTILETT ANNEX 92-1356 POST AVE

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

February 20, 1996

(Next Resolution No. RA96-01)

At 7:00 p.m., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance.

- 1. Roll Call
- 2. Motion to Accept & File Report on Posting of Agenda
- 3. Approval of Minutes February 13, 1996
- 4. Communication and Other Business
 - A. Recommendation of the Land Management Team that the lease of 1339 Post Avenue to Older American Resources Inc., be assigned to Retired and Senior Volunteer Program of the South Bay.
- 5. Hearings None
- 6. Report of the Director and other Officers
- 7. Report of Committee
- 8. Addendum Matters
- 9. Oral Communications
- 10. Request for Executive Session None

June 23, 1988

Redevelopment Agency Meeting July 12, 1988

Honorable Chairwoman and Members of the Redevelopment Agency Torrance, California

Members of the Agency:

SUBJECT: GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY ON REDEVELOPMENT AGENCY PROPERTY IN LOTS 11 AND 12, BLOCK 9, TORRANCE TRACT

ABSTRACT

An easement to provide electrical service to the Bartlett Senior Center building is requested by the Southern California Edison Company.

It is recommended that the attached resolution granting the subject easement be adopted.

BACKGROUND AND ANALYSIS

An underground transformer and conduits to provide electrical service are proposed to be located on Agency property adjacent to the Bartlett Senior Center building site. Southern California Edison Company requires that easements be granted by the Agency for electrical facilities on Agency property. The easement description has been reviewed and found to be acceptable.

RECOMMENDATION

The Engineering Department recommends that the attached resolution authorizing the Chairwoman and the Executive Director to execute and the Clerk of the Agency to attest the easement document be approved and adopted.

Respectfully submitted,

RICHARD W. BURTT City Engineer

CONCUR:

JOHN CLARK, JR. C. E. Associate

Richard W. Burtt Gity Engineer

Deroy J. Wackson

Executive Director of the Agency

Attachments: Resolution

Grant of Easement

Sketch

3 A

2.

RESOLUTION NO. RASS-

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, CALIFORNIA, AUTHORIZING THE EXECUTION OF AN EASEMENT DEED TO SOUTHERN CALIFORNIA EDISON COMPANY FOR UNDERGROUND ELECTRICAL SYSTEMS AND APPURTENANCES

WHEREAS, the Bartlett Senior Center building requires the installation of underground electrical facilities on Agency-owned property adjacent to the building; and

WHEREAS, it is necessary that an easement be granted to the Southern California Edison Company to construct, operate, and maintain underground electrical supply systems and appurtenant facilities on Agency property in Lots 11 and 12, Block 9, Torrance Tract.

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE that the Chairwoman and Executive Director are hereby authorized and directed to execute and Clerk of the Agency to attest the grant of Easement to Southern California Edison Company, a copy of which is attached hereto and made a part hereof.

INTRODUCED,		AND ADOPTED	this	day	of
		Chairwoman	of the Agen	cy	
		Executive	Director of	the Age	ncy
ATTEST:					
Clerk of the Age	ncy				
APPROVED AS TO FOStanley E. Remelo		ncy Counsel			
Ву:					

3.

DF.	"ABD	ING	REQUESTED	BY

Southern California Edison Company

WHEN RECORDED MAIL TO

Southern California Edison Company REAL PROPERTIES AND ADMINISTRATION P. O. BOX 2217 FULLERTON, CALIFORNIA 92633

SPACE ABOVE THIS LINE FOR RECORDER'S USE-

RW202 REV 5/84 5684d GRANT OF EASEMENT CITY OF TORRANCE (Corporation)

ST

Ωn ар to Re

SOUTH BAY	6644-2083		8-2038	47-83SE
APN 7355-026-903		Approved Real Properties Department	JMT:mo	5/9/88

THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of LOS ANGELES, State of California, described as follows:

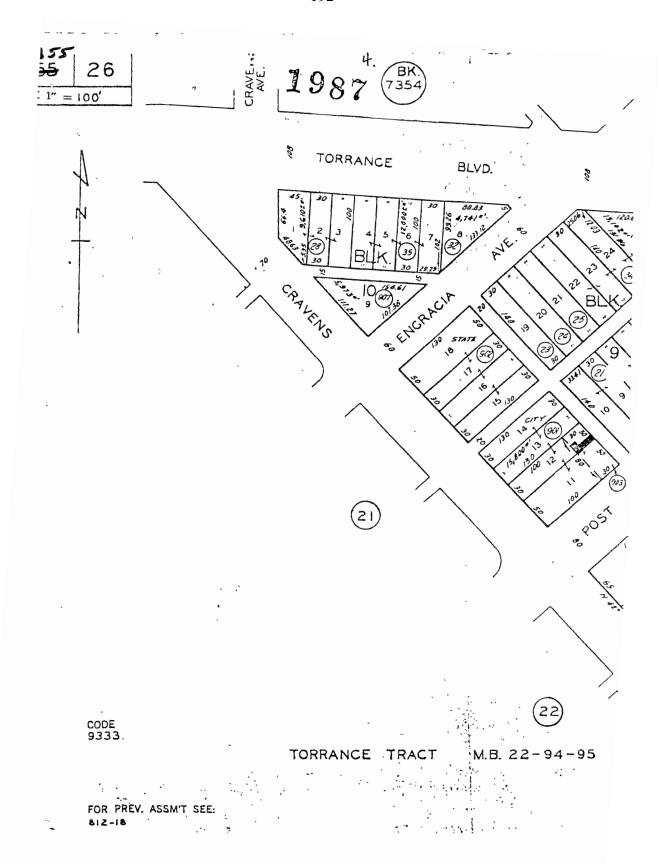
The northwesterly 1 foot of the southwesterly 9 feet of the northeasterly 30 feet of Lot 11; the southwesterly 6 feet of the southeasterly 7 feet of the northeasterly 21 feet and the southeasterly 14 is feet of the southwesterly 9 feet of the northeasterly 30 feet of Lot 12, in Block 9, of the Torrance Tract, as per map recorded in Book 22, pages 94 and 95 of Maps, in the Office of the Recorder of said

The Grantor agrees for itself, its successors and assigns not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor(s), the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of __

	THE REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE
	Ву
	Chairwoman of the Redevelopment Agency
	of the City of Torrance
	Ву
	Clerk of the Redevelopment Agency
	of the City of Torrance
STATE OF CALIFORNIA) SS.	
COUNTY OF	
On, before me, a appeared	Notary Public in and for said State, personally and, known to me (or proved
to me on the basis of satisfactory evidence Redevelopment Agency of the city of TORRANCE,	 to be the CHAIRWOMAN and CLERK, respectively, of the that executed the within instrument and acknowledged to me
that they executed the same on behalf of the Re	development Agency.
WITNESS my hand and official seal.	

CONSIDERATION LESS THAN \$100.00)



REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

August 26, 2003

At 5:30 p.m., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance.

- 1. Roll Call
- 2. Motion to Accept & File Report on Posting of Agenda
- 3. Approval of Minutes: August 19, 2003
- 4. Communications and Other Business:
 - a. Redevelopment Staff recommends that the Redevelopment Agency set the Meadow Park Parking Estimated Lot Maintenance Fee for Fiscal Year 2003-2004 at \$1.59 per space per month to cover the cost of maintenance of the parking lot and direct staff to bill the appropriate property owners.
 - b. A recommendation of the Land Management Team that the Redevelopment Agency authorize the Chair of the Redevelopment Agency to Execute and the Agency Clerk to Attest to a Second Amendment to a Lease by and between the Torrance Redevelopment Agency and Retired Senior Volunteers Program (RSVP) of South Bay for utilization of space within the building located at 1339 Post Avenue for an additional three years.
- 5. Hearings: None
- 6. Report of the Director and Other Officers
- 7. Report of Committees
- Addendum Matter's
- 9. Oral Communications
- 10. Request for Executive Session: None

11. Adjournment

JEF**HERY W.** GIB**S**ON > Deputy Executive **D**irector

SUE HERBERS
Clerk of the Agency

ROLL CALL: Lieu, Mauno, McIntyre, Nowatka, Scotto, Witkowsky and Walker

Redevelopment Agency August 26, 2003

Council Meeting of August 26, 2003

Honorable Mayor and Members of the City Council City Hall Torrance, California

Members of the Council:

SUBJECT: Lease Extension 1339 Post Avenue

RECOMMENDATION

A recommendation of the Land Management Team that the Redevelopment Agency authorize the Chair of the Redevelopment Agency to Execute and the Agency Clerk to Attest to a Second Amendment to a Lease by and between the Torrance Redevelopment Agency and Retired Senior Volunteers Program (RSVP) of South Bay for utilization of space within the building located at 1339 Post Avenue for an additional three years.

FUNDING

There is no funding required for this action.

BACKGROUND/ANALYSIS

The Agency and RSVP entered into a three-year lease in June 1997. The Agency amended that Lease in 2000, which extended the term an additional three years, that extension expired in June 2003. RSVP has requested an extension of an additional three years so that they may continue to operate in the Downtown Torrance area and provide programs for Seniors. Execution of the attached amendment will extend the lease for three years from the original termination date of June 24, 2003.

All other terms and conditions of the original lease will remain in force.

Respectfully submitted,

LeROY J. JACKSON

Brian K. Sønshine

Assistant to the Executive Director

CONCUR:

LeRoy J. Jackson Executive Director

Attachments:

- A. Second Amendment to Lease
- B. Lease Amendment
- C. Lease
- D. Location Map

This Amendment to Lease is made and entered into as of June 25, 2003, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

- A. The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and
- B. It is in the public interest that this property be leased to RSVP to serve its charitable purposes; and
- C. The property, including the land and building, will not be required for any public purposes during the life of this Amendment to Lease.
- D. Agency and RSVP entered into a Lease on June 24, 1997 which terminated on June 24, 2000.
- E. Agency and RSVP extended the original lease by Amendment to June 24, 2003.
- F. The Parties now wish to extend the Lease for a period of three (3) years after termination of the extension which ended June 24, 2003.

AGREEMENT:

- 1. Paragraph 2 of the Lease is amended to read in its entirety as follows:
 - "The term of this Amendment to Lease will be for a period of three years from June 24, 2003. If RSVP holds over after the expiration of the term of this Amendment to Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease."
- 2. In all other respects the Lease dated June 24, 1997 between Agency and RSVP is ratified and reaffirmed and is in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California	Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation
Dan Walker, Mayor	Robert Van Lingen, President
ATTEST:	
Sue Herbers, Clerk of the Redevelopment Agency of the City of Torrance	
APPROVED AS TO FORM:	
JOHN L. FELLOWS III Agency Counsel	
By Ronald T. Pohl Assistant Agency Attorney	

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into as of 3/14/2020, 2000, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

- A. The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and
- B. It is in the public interest that this property be leased to RSVP to serve its charitable purposes; and
- C. The property, including the land and building, will not be required for any public purposes during the life of this Amendment to Lease.
- D. Agency and RSVP entered into a Lease on June 24, 1997 which is scheduled to terminate on June 24, 2000.
- E. The Parties now wish to extend the Lease for a period of three (3) years after the original termination date.

AGREEMENT:

- 1. Paragraph 2 of the Lease is amended to read in its entirety as follows:
 - "The term of this Amendment to Lease will be for a period of three years from June 24, 2000. If RSVP holds over after the expiration of the term of this Amendment to Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease."
- 2. In all other respects the Lease dated June 24, 1997 between Agency and RSVP is ratified and reaffirmed and is in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.



REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California

Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation

Dee Hardison, Mayor

Executive Director

ATTEST:

Sue Herbers, Clerk of the Redevelopment Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III Agency Counsel

Ву

Ronald T. Pohl

Assistant City Attorney

LEASE

This Lease is made and entered into as of func 34. 1997 (the "Effective Date"), by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

WHEREAS, The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and

WHEREAS, it is in the public interest that this property be leased to RSVP to serve its charitable purposes; and

WHEREAS, the property, including the land and building, will not be required for any public purposes during the life of this Lease.

AGREEMENT:

PREMISES

The City leases to RSVP that certain real property located at 1339 Post Avenue, Torrance, California, described in Exhibit "A."

2. TERM

The term of this Lease will be for a period of three years from the date of execution of this Lease. If RSVP holds over after the expiration of the term of this Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease.

3. RENT

A. RSVP agrees to pay to the Agency as rent for the leased premises the sum of \$500 per month ("Minimum Monthly Rent"). If this Lease does not commence on the first day of a calendar month or end on the last day of a calendar month, RSVP will pay prorated rent for the first and last month, as the case may be, in the amount of 1/30th of the monthly rent times the number of days for which rent is being prorated.



B. The rent will be adjusted annually in proportion to the percentage increase, if any, in the Consumer Price Index, All Urban Consumer (1982-4=100) for the Los Angeles-Anaheim-Riverside CSMA (the "Index") issued by the United States Bureau of Labor Statistics, Department of Labor, between the Index published for the month that occurs two months prior to the Effective Date (the "Base Index"), and the Index published for the same month of the year in which each adjustment to rent is to be made; provided that, in no event will the Minimum Monthly Rent be decreased as a result of the application of this paragraph.

4. USE

The premises will be used for the purpose of providing offices for RSVP and for any other purpose or purposes necessary or proper to carry out the charitable purposes of RSVP as set forth in its Articles of Incorporation and Bylaws.

5. COVENANT TO USE

RSVP agrees to manage, operate, and maintain the premises as a facility during the entire term of this Lease in accordance with the uses provided in Paragraph 4 above for the benefit of the people of the state of California and, in particular, the people of Torrance.

6. COMPLIANCE WITH LAW

RSVP agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the premises or the operations of RSVP and the Redevelopment Plan.

7. NONDISCRIMINATION

RSVP agrees by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there will be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, handicaps, age national origin or ancestry, in the leasing, subleasing, transferring, use or enjoyment of the premises; nor will RSVP itself or any person claiming under or through it establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises.

8. ALTERATIONS

RSVP may not make or permit any alterations or additions to the structural portions of any building on the premises or construct or erect any improvements on the premises without first obtaining the written consent of the Agency.

9. SURRENDER

At the expiration of the term of this Lease, RSVP must surrender the premises to the Agency in the same condition as received, reasonable wear and tear excepted, including, but not by way of limitation, any alterations, additions or improvements. Any alterations, additions or improvements will become a part of the premises and will remain for the benefit of the Agency. No portions of any buildings or structures may be removed from the premises or voluntarily destroyed or damaged without the prior written consent of the Agency.

10. MAINTENANCE

RSVP, at the sole cost and expense of RSVP, must maintain the premises and must keep the same in good and sanitary condition and normal repair. RSVP will not be required to replace plumbing fixtures or the air conditioning system.

11. UTILITIES

- A. RSVP agrees to pay before delinquency every charge, lien or expense accruing or payable during the term of this Lease in connection with the use of the premises, including, but not limited to, water, electricity, gas, telephone, refuse, and other utilities and services.
- B. Agency will determine which utility or utilities are passed by or through the Bartlett Center and will determine a monthly average for the charge or charges. City will then determine the ratio of square feet within Bartlett Center and the subject property and will apportion the utility or utilities charges accordingly. City will then charge RSVP 66.6 percent of the apportioned utility rate for so long as RSVP allows City of Torrance senior citizen organizations to share the property.

12. TAXES AND ENCUMBRANCES

RSVP agrees to pay before delinquency all taxes that may be levied against its interest in the premises or that become a lien against the premises or its interest during the term of this Lease.

13. LIABILITY

RSVP agrees that its taking possession of the premises will be an acceptance of the safety and condition of the premises. RSVP further agrees to hold the City, the City Council, and each member thereof, present and future, and every officer, employee and member of each board or commission and the Redevelopment Agency of the City of Torrance, and each member thereof, present and future, free and harmless from any and all liability and claim for damages by reason of any injury to any person or persons, including, but not limited to, RSVP, or property of any kind whatsoever and to whomever belonging, including, but not limited to RSVP, from any cause or causes whatsoever while in, upon, or in any way connected with the premises during the term of this Lease, or any renewal or extension, or any occupancy whatsoever.

14. INSURANCE

- A. RSVP must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
 - (1) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 - (2) If RSVP hires employees, RSVP must provide its employees with worker's compensation insurance with limits as required by the State of California.
- B. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the general liability policy.
- C. RSVP must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- D. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

15. DESTRUCTION OR DAMAGE

If for any reason the building on the premises is destroyed or damaged beyond repair, then this Lease will terminate and RSVP will surrender the premises to the Agency. If, however, the damage to the building is repairable, as determined by the Agency, then the Lease will remain in full force and effect. If the damage

is deemed repairable, Agency will commence repair with due diligence, and if during the period of repair and restoration RSVP is prevented from using the full facilities as defined in this Lease, the rent will be apportioned accordingly.

16. ASSIGNMENT AND SUBLETTING

- A. RSVP may not assign or sublet this Lease or any interest therein or any part thereof without first obtaining the written consent of the Agency. The giving of consent will not be a waiver of any rights to object to further or future assignments or subleases. The consent to each successive assignment or sublease must be first obtained form the Agency.
- B. The appointment of a receiver to take possession of all or substantially all of the assets of RSVP or a general assignment by RSVP for the benefit of creditors or any action taken or suffered by RSVP under any insolvency or bankruptcy act will constitute a breach of this Lease by RSVP.
- C. RSVP agrees that it will provide space within the premises for the City of Torrance Focal Point Program, and that program will not be considered to be a sublease.

17. NOTICE

Whenever it is necessary for either party to serve notice on the other respecting this Lease, notice must be served by certified mail addressed to the City Clerk of the City of Torrance at 3031 Torrance Boulevard, Torrance, California 90503; or to Retired Senior Volunteers Program, 1339 Post Avenue, Torrance, CA 90501, unless and until different addresses may be furnished in writing by either party to the other. Notice will be deemed to have been served within 72 hours after the same has been deposited in a United States Post Office by certified mail, or immediately if personally served. This will be a valid and sufficient service of notice for all purposes.

18. DEFAULT

In the event RSVP makes any default in the performance of any of the provisions of this Lease on its part to be performed, and continues in default for ten days after written notice from the Agency specifying the particulars of the default, or if the default cannot be cured within ten days and RSVP fails to commence within ten days and thereafter diligently proceeds with the curing of the default, then the Agency may declare this Lease and all RSVP's rights to be forfeited and terminated, and may reenter and take and hold exclusive possession of the premises and remove all persons and property at the cost and risk of RSVP.

19. SIGNS

RSVP agrees that no signs or advertising material, other than any existing signs, may be erected or maintained upon the premises without the prior written consent of the Director of Building and Safety.

20. SUCCESSORS

Each and every term, covenant, and condition of this Lease will inure to the benefit of and will bind, as the case may be, not only the parties, but each and every one of the heirs, executors, administrators, successors, assigns and legal representatives of the parties; provided, however, that any subletting or assignment by RSVP of the whole or any part of the leased premises or any interest therein will be subject to the provisions of paragraph 16 of this Lease.

21. RIGHT_OF ENTRY

The Agency reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem necessary to the proper enforcement of any of the covenants or conditions of this Lease.

22. INTEGRATION: AMENDMENT

This Lease represents the entire understanding of the Agency and RSVP as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Lease. The Lease may not be modified or altered except in writing signed by both parties.

23. EXHIBITS

All exhibits identified in this Lease are incorporated into the Lease by this reference.

24. SEVERABILITY

If any part of this Lease is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Lease will remain in full force and effect.

25. GOVERNING LAW; JURISDICTION

This Lease will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Lease will be in Los Angeles County, California.

26. <u>AUTHORITY TO EXECUTE</u>

The person executing this Lease on behalf of RSVP warrants that (i) RSVP is duly authorized and existing; (ii) they are duly authorized to execute this Lease on behalf of RSVP; (iii) by so executing this Lease, RSVP is formally bound to the provisions of this Lease; and (iv) the entering into this Lease does not violate any provision of any other Lease to which RSVP is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California

Retired and Senior Volunteers Program of South Bay,

a California nonprofit corporation

Dee Hardison, Mayor

Hope Witkowsky, Executive Director

ATTEST:

Sue Herbers, Clerk of the Redevelopment Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III City Attorney

Rv

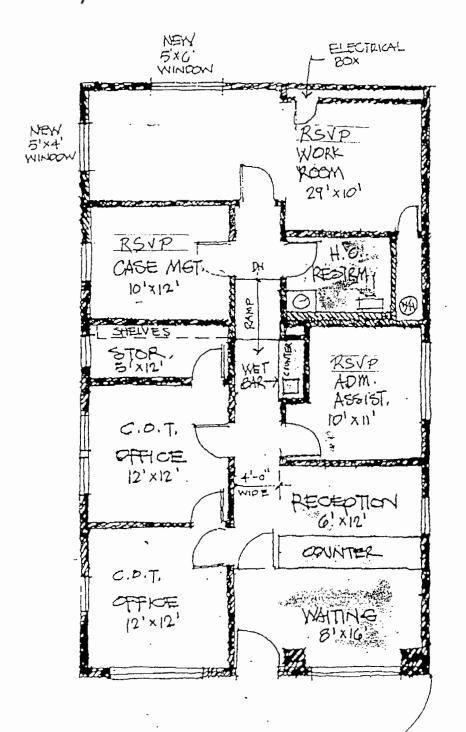
Heather K. Whitham Deputy City Attorney

s:\data\law\word\rsvp.doc

To: LAGL WAL - +XX-618.5879

EXHIBIT "A"

From: Lok NG/BOA



ALLEY

- Clity of Torran

= RSVP

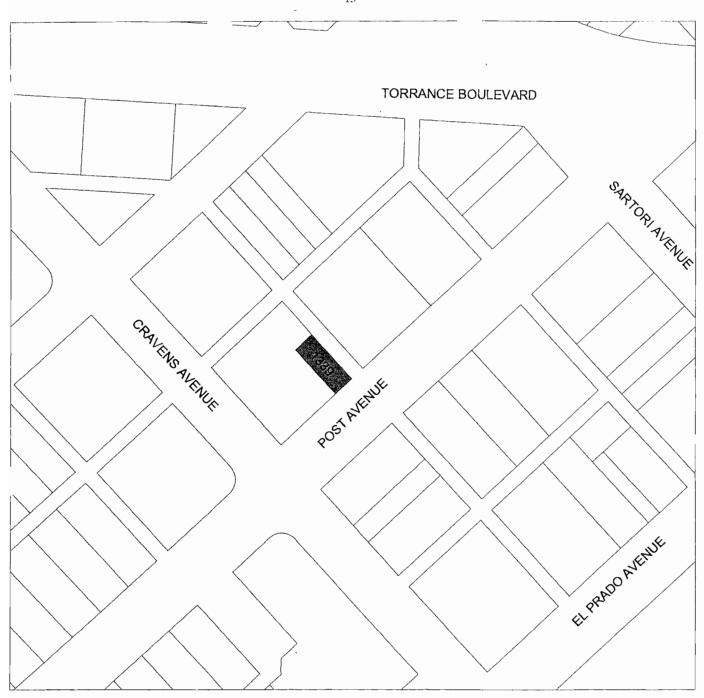
§ = Shared area

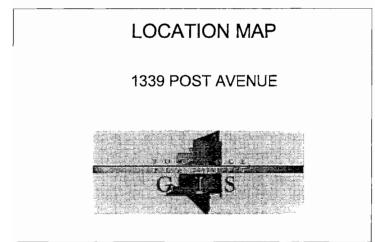
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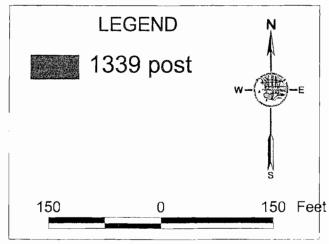
SCHEME A 3

ANNEX .

POST AVE







REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

April 13, 2010

City Council Chambers, 3031 Torrance Boulevard

At 5:30 p.m., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance.

- 1. Roll Call
- 2. Report on Posting of the Agenda
- 3. Approval of Minutes: April 6, 2010
- 4. Communications and Other Business:
 - a. Recommendation of the Executive Director that the Redevelopment Agency approve a Lease Agreement by and between the Agency and Retired and Senior Volunteer Program (RSVP) for use of certain space at 1339 Post Avenue.
- 5. Hearings: None
- 6. Report of the Director and Other Officers
- 7. Report of Committees
- 8. Addendum Matters
- 9. Oral Communications
- 10. Request for Executive Session: None
- 11. Adjournment

JEFFERY W. GIBSON, Deputy Executive Director

SUE HERBERS, Clerk of the Agency

Redevelopment Agency Meeting of April 13, 2010

Agency Agenda Item 4a

Honorable Chair and Members of the Redevelopment Agency City Hall Torrance, California

Members of the Agency:

SUBJECT: Redevelopment Agency – Approve Lease Agreement with the Retired and Senior Volunteer Program for 1339 Post Avenue

RECOMMENDATION

Recommendation of the Executive Director that the Redevelopment Agency (Agency) approve a Lease Agreement by and between the Agency and Retired and Senior Volunteer Program (RSVP) for use of certain space at 1339 Post Avenue.

FUNDING

None required for this action. Approval will generate \$7,200 over the term of the Lease.

BACKGROUND/ANALYSIS

In 1997, RSVP entered into a Lease with the Agency to utilize space in the 1339 Post Avenue building; the lease was extended in 2000 and again in 2003. The Lease expired in June 2006 and has been on holdover on a month-to-month basis.

RSVP contacted the Agency about a new Lease for an eighteen month term; however, due to funding issues has requested a restructuring of the Lease terms. The Lease terms proposed were for zero rent for six months from Lease inception and then commencing in October 2010 the rent would be \$600 per month until Lease termination. RSVP would continue making utility payments for their portion.

The current rent is \$700.00 per month and the rent restructuring is a significant reduction in rent; however, the overall use compliments both the Bartlett Center as well as Focal Point as a program to assist seniors volunteer in the community.

Respectfully submitted,

LeROY J. JACKSON

Brian K. Surishine

Land Management Feam, Chair

Executive Director

CONCUR:

LeRoy J. Jackson

Executive Director

Attachments: A) Location Map

B) Lease

C) Letter from RSVP dated February 23, 2010

D) Agency Item dated August 26, 2003

150 Feet

LEASE

This Lease is made and entered into as of April 1, 2010 (the "Effective Date"), by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

- A. The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance (the "Property"); and
- B. It is in the public interest that the Property be leased to RSVP to serve its charitable purposes;
- C. The Agency has previously leased the Property to RSVP pursuant to a lease made and entered into as of June 24, 1997, as amended and extended by that certain Amendment to Agreement made and entered into as of March 14, 2000, and that certain Second Amendment to Lease made and entered into as of June 25, 2003 (the "Prior Lease"). The term of the Prior Lease ended June 23, 2006. Pursuant to the terms of the Prior Lease, RSVP has been holding over as a month-to-month tenant since the expiration of the Prior Lease.
- D. The Agency and RSVP now wish to enter into this new Lease; and
- E. The Property, including the land and building, will not be required for any public purposes during the life of this Lease.

AGREEMENT:

1. PREMISES

The City leases to RSVP the Property, as depicted in Exhibit "A."

2. TERM

The term of this Lease will be for a period of eighteen months commencing upon the Effective Date. If RSVP holds over after the expiration of the term of this Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease.

3. RENT

RSVP agrees to pay to the Agency as rent for the Property the following "Minimum Monthly Rent": for the period commencing with the Effective Date, through September 30, 2010, \$0 per month; for the period commencing October 1, 2010, through the expiration date of the Lease, \$600 per month.

4. USE

The Property will be used for the purpose of providing offices for RSVP and for any other purpose or purposes necessary or proper to carry out the charitable purposes of RSVP, as set forth in its Articles of Incorporation and Bylaws.

COVENANT TO USE

RSVP agrees to manage, operate, and maintain the Property as a facility during the entire term of this Lease in accordance with the uses provided in Paragraph 4 above for the benefit of the people of the State of California and, in particular, the people of Torrance.

6. COMPLIANCE WITH LAW

RSVP agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the Property or to the operations of RSVP or the Redevelopment Plan.

7. NONDISCRIMINATION

RSVP agrees by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there will be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, handicaps, age national origin or ancestry, in the leasing, subleasing, transferring, use or enjoyment of the premises; nor will RSVP itself or any person claiming under or through it establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises.

8. ALTERATIONS

RSVP may not make or permit any alterations or additions to the structural portions of any building on the Property or construct or erect any improvements on the Property without first obtaining the written consent of the Agency.

9. SURRENDER

At the expiration of the term of this Lease, RSVP must surrender the Property to the Agency in the same condition as received, reasonable wear and tear excepted, including, but not by way of limitation, any alterations, additions or improvements. Any alterations, additions or improvements will become a part of the Property and will remain for the benefit of the Agency. No portions of any buildings or structures may be removed from the Property or voluntarily destroyed or damaged without the prior written consent of the Agency.

10. MAINTENANCE

RSVP, at the sole cost and expense of RSVP, must maintain the Property and must keep the same in good and sanitary condition and normal repair. RSVP will not be required to replace plumbing fixtures or the air conditioning system.

11. UTILITIES

- A. RSVP agrees to pay before delinquency every charge, lien or expense accruing or payable during the term of this Lease in connection with the use of the premises, including, but not limited to, water, electricity, gas, telephone, refuse, and other utilities and services.
- B. Agency will determine which utility or utilities are passed by or through the Bartlett Center and will determine a monthly average for the charge or charges. City will then determine the ratio of square feet within Bartlett Center and the subject property and will apportion the utility or utilities charges accordingly. City will then charge RSVP 66.6 percent of the apportioned utility rate for so long as RSVP allows City of Torrance senior citizen organizations to share the Property.

12. TAXES AND ENCUMBRANCES

RSVP agrees to pay before delinquency all taxes that may be levied against its interest in the premises or that become a lien against the premises or its interest during the term of this Lease.

13. LIABILITY

RSVP agrees that its taking possession of the Property will be an acceptance of the safety and condition of the premises. RSVP further agrees to hold the City, the City Council, and each member thereof, present and future, and every officer, employee and member of each board or commission and the Redevelopment Agency of the City of Torrance, and each member thereof, present and future, free and harmless from any and all liability and claim for damages by reason of any injury to any person or persons, including, but not

limited to, RSVP, or property of any kind whatsoever and to whomever belonging, including, but not limited to RSVP, from any cause or causes whatsoever while in, upon, or in any way connected with the Property during the term of this Lease, or any renewal or extension, or any occupancy whatsoever.

14. INSURANCE

- A. RSVP must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
 - (1) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 - (2) If RSVP hires employees, RSVP must provide its employees with worker's compensation insurance with limits as required by the State of California.
- B. CITY, the City Council and each member thereof, members of boards and commissions and of the Redevelopment Agency of the City of Torrance, every officer, agent, official, employee and volunteer must be named as additional insured under the general liability policy.
- C. RSVP must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance on or before the Effective Date.
- D. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

15. DESTRUCTION OR DAMAGE

If for any reason the building on the Property is destroyed or damaged beyond repair, then this Lease will terminate and RSVP will surrender the Property to the Agency. If, however, the damage to the building is repairable, as determined by the Agency, then the Lease will remain in full force and effect. If the damage is deemed repairable, Agency will commence repair with due diligence, and if during the period of repair and restoration RSVP is prevented from using the full facilities as defined in this Lease, the rent will be apportioned accordingly.

16. ASSIGNMENT AND SUBLETTING

A. RSVP may not assign or sublet this Lease or any interest therein or any part thereof without first obtaining the written consent of the Agency. The giving of consent will not be a waiver of any rights to object to further or

representatives of the parties; provided, however, that any subletting or assignment by RSVP of the whole or any part of the Property or any interest therein will be subject to the provisions of paragraph 16 of this Lease.

21. RIGHT OF ENTRY

The Agency reserves the right to enter upon the Property at any reasonable time for the purpose of making any inspection it may deem necessary to the proper enforcement of any of the covenants or conditions of this Lease.

INTEGRATION; AMENDMENT

This Lease represents the entire understanding of the Agency and RSVP as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Lease. The Lease may not be modified or altered except in writing signed by both parties.

23. EXHIBITS

All exhibits identified in this Lease are incorporated into the Lease by this reference.

24. SEVERABILITY

If any part of this Lease is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Lease will remain in full force and effect.

25. GOVERNING LAW; JURISDICTION

This Lease will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Lease will be in Los Angeles County, California.

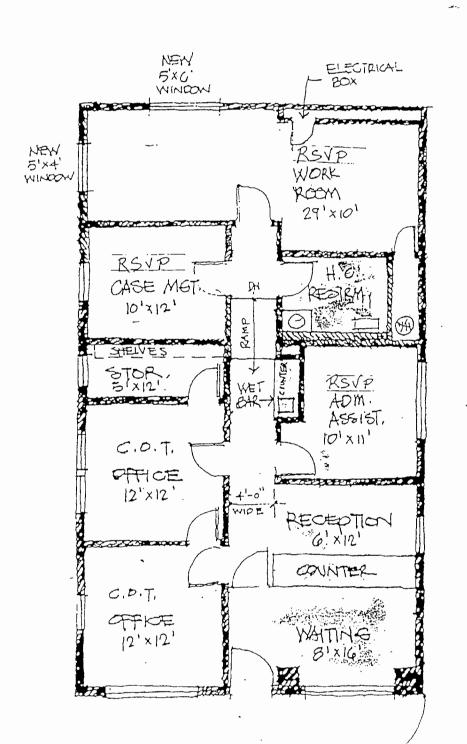
26. AUTHORITY TO EXECUTE

The person executing this Lease on behalf of RSVP warrants that (i) RSVP is duly authorized and existing; (ii) they are duly authorized to execute this Lease on behalf of RSVP; (iii) by so executing this Lease, RSVP is formally bound to the provisions of this Lease; and (iv) the entering into this Lease does not violate any provision of any other Lease to which RSVP is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California	Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation
Frank Scotto, Chairman ATTEST:	Hillary Bloom Chair, Board of Directors
Sue Herbers, Clerk of the Redevelopment Agency of the City of Torrance APPROVED AS TO FORM:	
JOHN L. FELLOWS III Agency Counsel	
Ву	

14 12



ALLEY

- Clity of Torrand (Focal point.

= RSNP

= Shared area

MORTH

SCHEME A = 1'-0"

DAPT, LETT ANNEX POST AVE



February 23, 2010

OFFICE OF THE CITY MANAGER

2010 FEB 24 AM 10: 23

RSVP of South Bay

Rooted in Community Service

Board of Directors

Mark Applegate Mark Applegate Insurance Agency Anita Avrick Redondo Beach Council, PTA Richard Berryman Comfort Keepers Hilary Bloom Admin. Analyst, PV Estates, Retired Pamela Gillett Anastasi Development Company Paul Ginsburg Attorney Sid Kato Array Systems Michael Norris Attorney Cathy Towers First Regional Bank Gerald Richman MixPak. Inc. Mark Waronek Waronek & Associates

Advisory Council

Creasie Adams AT&TJill Fatal California First Bank Judy Gibson City of Torrance Planning Commission Mike Gin Mayor, City of Redondo Beach Mark Hebson Hebson Insurance Kathryn Joiner Torrance Memorial Medical Center E. Don Kim Torrance Unified School District Ted Lieu California State Assemblymember Herb Stark Community Volunteer Robert Van Lingen Van Lingen Towing

Lynda Louden
Executive Director
1339 Post Avenue
Torrance, CA 90501
Phone: (310) 320-3322
Fax: (310) 320-3949
Site: www.rsvpsb.org

Mr. Brian Sunshine Assistant to the City Manager 3031 Torrance Blvd. Torrance, CA 90503

Dear Mr. Sunshine,

We are writing on behalf of the Board of Directors of **RSVP South Bay**. RSVP rents its office space at **1339 Post Avenue** from the City of Torrance for \$700 per month, and has done so for the past 16 years.

RSVP (Retired Senior & Volunteer Program) has served the South Bay for over 30 years. We are a nonprofit, volunteer agency that places seniors (55+) who wish to donate their time and expertise to the nonprofit community. We are funded in part by the Corporation for National and Community Service and matched in dollars by corporations, foundations, clubs and individual donors in the community.

We are fortunate that our former Executive Director, Hope Witkowsky, made the decision in 1994 to re-locate RSVP to Downtown Torrance. Torrance has grown considerably since that time and is home to the largest senior population in the South Bay.

Due to the economic downturn of the market, our ability to fundraise monies to support our organization has been severely impacted. As the new Executive Director, and with the consulting service of Hope Witkowsky, we are looking forward to strategizing, developing, and improving our agency's financial stability in 2010.

For your consideration, we are requesting the following:

- 1. Forgive our rent in its entirety for the next 6 months, beginning April 1 through September 30, 2010.
- 2. Continue our occupancy and establish an 18-month Lease at \$600 per month, commencing April 1, 2010.

We are pleased to provide an opportunity for seniors to be a vital and active part of the community, and to contribute their lifetime experiences. Our service to over 95 non-profit agencies in the South Bay has given, and continues to give our volunteers a sense of purpose and at the same time enhances the quality of their lives as well as the lives of those we serve. It's a "win-win" for all.

The City of Torrance and the South Bay communities benefit from the work of RSVP, and we are deeply grateful for your past and continued support. We thank you for your consideration.

Should you have any questions Lynda Louden can be reached at 310-320-3322. We look forward to hearing from you.

Sincerely.

Lynda Louden

Executive Director

Hilary Bloom

Chair, Board of Directors

Council Meeting of August 26, 2003

Honorable Mayor and Members of the City Council City Hall Torrance, California

Members of the Council:

SUBJECT: Lease Extension 1339 Post Avenue

RECOMMENDATION

A recommendation of the Land Management Team that the Redevelopment Agency authorize the Chair of the Redevelopment Agency to Execute and the Agency Clerk to Attest to a Second Amendment to a Lease by and between the Torrance Redevelopment Agency and Retired Senior Volunteers Program (RSVP) of South Bay for utilization of space within the building located at 1339 Post Avenue for an additional three years.

FUNDING

There is no funding required for this action.

BACKGROUND/ANALYSIS

The Agency and RSVP entered into a three-year lease in June 1997. The Agency amended that Lease in 2000, which extended the term an additional three years, that extension expired in June 2003. RSVP has requested an extension of an additional three years so that they may continue to operate in the Downtown Torrance area and provide programs for Seniors. Execution of the attached amendment will extend the lease for three years from the original termination date of June 24, 2003.

All other terms and conditions of the original lease will remain in force.

Respectfully submitted,

LeROY J. JACKSON

Brian K. Sunshine

Assistant to the Executive Director

CONCUR:

LeRoy J. Jackson

Executive Director

Attachments:

- A. Second Amendment to Lease
- B. Lease Amendment
- C. Lease
- D. Location Map

SECOND AMENDMENT TO LEASE

This Amendment to Lease is made and entered into as of June 25, 2003, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

- A. The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and
- B. It is in the public interest that this property be leased to RSVP to serve its charitable purposes; and
- C. The property, including the land and building, will not be required for any public purposes during the life of this Amendment to Lease.
- D. Agency and RSVP entered into a Lease on June 24, 1997 which terminated on June 24, 2000.
- E. Agency and RSVP extended the original lease by Amendment to June 24, 2003.
- F. The Parties now wish to extend the Lease for a period of three (3) years after termination of the extension which ended June 24, 2003.

AGREEMENT:

- 1. Paragraph 2 of the Lease is amended to read in its entirety as follows:
 - "The term of this Amendment to Lease will be for a period of three years from June 24, 2003. If RSVP holds over after the expiration of the term of this Amendment to Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease."
- 2. In all other respects the Lease dated June 24, 1997 between Agency and RSVP is ratified and reaffirmed and is in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

²21 17

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California

Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation

Dan Walker, Mayor

Robert Van Lingen, President

ATTEST:

Sue Herbers, Clerk of the Redevelopment Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III Agency Counsel

Ву

Ronald T. Pohl Assistant Agency Attorney

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into as of 3/14/2000, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

- A. The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and
- B. It is in the public interest that this property be leased to RSVP to serve its charitable purposes; and
- C. The property, including the land and building, will not be required for any public purposes during the life of this Amendment to Lease.
- D. Agency and RSVP entered into a Lease on June 24, 1997 which is scheduled to terminate on June 24, 2000.
- E. The Parties now wish to extend the Lease for a period of three (3) years after the original termination date.

AGREEMENT:

- 1. Paragraph 2 of the Lease is amended to read in its entirety as follows:
 - "The term of this Amendment to Lease will be for a period of three years from June 24, 2000. If RSVP holds over after the expiration of the term of this Amendment to Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease."
- 2. In all other respects the Lease dated June 24, 1997 between Agency and RSVP is ratified and reaffirmed and is in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.



REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE,

a body, public and politic, of the State of California

Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation

Dee Hardison, Mavor

Hope Windowsky
Executive Director

ATTEST:

Sue Herbers, Clerk of the Redevelopment Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III Agency Counsel

Ву

Ronald T. Pohl
Assistant City Attorney

R197-003

LEASE

This Lease is made and entered into as of June 34, 1997 (the "Effective Date"), by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

WHEREAS, The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and

WHEREAS, it is in the public interest that this property be leased to RSVP to serve its charitable purposes; and

WHEREAS, the property, including the land and building, will not be required for any public purposes during the life of this Lease.

AGREEMENT:

1. PREMISES

The City leases to RSVP that certain real property located at 1339 Post Avenue, Torrance, California, described in Exhibit "A."

2. TERM

The term of this Lease will be for a period of three years from the date of execution of this Lease. If RSVP holds over after the expiration of the term of this Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease.

3. RENT

A RSVP agrees to pay to the Agency as rent for the leased premises the sum of \$500 per month ("Minimum Monthly Rent"). If this Lease does not commence on the first day of a calendar month or end on the last day of a calendar month, RSVP will pay prorated rent for the first and last month, as the case may be, in the amount of 1/30th of the monthly rent times the number of days for which rent is being prorated.



B. The rent will be adjusted annually in proportion to the percentage increase, if any, in the Consumer Price Index, All Urban Consumer (1982-4=100) for the Los Angeles-Anaheim-Riverside CSMA (the "Index") issued by the United States Bureau of Labor Statistics, Department of Labor, between the Index published for the month that occurs two months prior to the Effective Date (the "Base Index"), and the Index published for the same month of the year in which each adjustment to rent is to be made; provided that, in no event will the Minimum Monthly Rent be decreased as a result of the application of this paragraph

4. <u>USE</u>

The premises will be used for the purpose of providing offices for RSVP and for any other purpose or purposes necessary or proper to carry out the charitable purposes of RSVP as set forth in its Articles of Incorporation and Bylaws

5. COVENANT TO USE

RSVP agrees to manage, operate, and maintain the premises as a facility during the entire term of this Lease in accordance with the uses provided in Paragraph 4 above for the benefit of the people of the state of California and, in particular, the people of Torrance.

6. COMPLIANCE WITH LAW

RSVP agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the premises or the operations of RSVP and the Redevelopment Plan.

7. NONDISCRIMINATION

RSVP agrees by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there will be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, handicaps, age national origin or ancestry, in the leasing, subleasing, transferring, use or enjoyment of the premises; nor will RSVP itself or any person claiming under or through it establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises.

8 ALTERATIONS

RSVP may not make or permit any alterations or additions to the structural portions of any building on the premises or construct or erect any improvements on the premises without first obtaining the written consent of the Agency.

9 SURRENDER

At the expiration of the term of this Lease, RSVP must surrender the premises to the Agency in the same condition as received, reasonable wear and tear excepted, including, but not by way of limitation, any alterations, additions or improvements. Any alterations, additions or improvements will become a part of the premises and will remain for the benefit of the Agency. No portions of any buildings or structures may be removed from the premises or voluntarily destroyed or damaged without the prior written consent of the Agency.

10 MAINTENANCE

RSVP, at the sole cost and expense of RSVP, must maintain the premises and must keep the same in good and sanitary condition and normal repair. RSVP will not be required to replace plumbing fixtures or the air conditioning system

11 UTILITIES

- A. RSVP agrees to pay before delinquency every charge, lien or expense accruing or payable during the term of this Lease in connection with the use of the premises, including, but not limited to, water, electricity, gas, telephone, refuse, and other utilities and services.
- B. Agency will determine which utility or utilities are passed by or through the Bartlett Center and will determine a monthly average for the charge or charges. City will then determine the ratio of square feet within Bartlett Center and the subject property and will apportion the utility or utilities charges accordingly. City will then charge RSVP 66.6 percent of the apportioned utility rate for so long as RSVP allows City of Torrance senior citizen organizations to share the property.

12. TAXES AND ENCUMBRANCES

RSVP agrees to pay before delinquency all taxes that may be levied against its interest in the premises or that become a lien against the premises or its interest during the term of this Lease.

13. LIABILITY

RSVP agrees that its taking possession of the premises will be an acceptance of the safety and condition of the premises. RSVP further agrees to hold the City, the City Council, and each member thereof, present and future, and every officer, employee and member of each board or commission and the Redevelopment Agency of the City of Torrance, and each member thereof, present and future, free and harmless from any and all liability and claim for damages by reason of any injury to any person or persons, including, but not limited to, RSVP, or property of any kind whatsoever and to whomever belonging, including, but not limited to RSVP, from any cause or causes whatsoever while in, upon, or in any way connected with the premises during the term of this Lease, or any renewal or extension, or any occupancy whatsoever.

14. INSURANCE

- A. RSVP must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
 - (1) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 - (2) If RSVP hires employees, RSVP must provide its employees with worker's compensation insurance with limits as required by the State of California.
- B. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the general liability policy.
- C. RSVP must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- D. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

15. <u>DESTRUCTION OR DAMAGE</u>

if for any reason the building on the premises is destroyed or damaged beyond repair, then this Lease will terminate and RSVP will surrender the premises to the Agency. If, however, the damage to the building is repairable, as determined by the Agency, then the Lease will remain in full force and effect. If the damage

is deemed repairable, Agency will commence repair with due diligence, and if during the period of repair and restoration RSVP is prevented from using the full facilities as defined in this Lease, the rent will be apportioned accordingly.

16. ASSIGNMENT AND SUBLETTING

- A. RSVP may not assign or sublet this Lease or any interest therein or any part thereof without first obtaining the written consent of the Agency. The giving of consent will not be a waiver of any rights to object to further or future assignments or subleases. The consent to each successive assignment or sublease must be first obtained form the Agency.
- B. The appointment of a receiver to take possession of all or substantially all of the assets of RSVP or a general assignment by RSVP for the benefit of creditors or any action taken or suffered by RSVP under any insolvency or bankruptcy act will constitute a breach of this Lease by RSVP.
- C RSVP agrees that it will provide space within the premises for the City of Torrance Focal Point Program, and that program will not be considered to be a sublease.

17. NOTICE

Whenever it is necessary for either party to serve notice on the other respecting this Lease, notice must be served by certified mail addressed to the City Clerk of the City of Torrance at 3031 Torrance Boulevard, Torrance, California 90503; or to Retired Senior Volunteers Program, 1339 Post Avenue, Torrance, CA 90501, unless and until different addresses may be furnished in writing by either party to the other. Notice will be deemed to have been served within 72 hours after the same has been deposited in a United States Post Office by certified mail, or immediately if personally served. This will be a valid and sufficient service of notice for all purposes.

18. DEFAULT

In the event RSVP makes any default in the performance of any of the provisions of this Lease on its part to be performed, and continues in default for ten days after written notice from the Agency specifying the particulars of the default, or if the default cannot be cured within ten days and RSVP fails to commence within ten days and thereafter diligently proceeds with the curing of the default, then the Agency may declare this Lease and all RSVP's rights to be forfeited and terminated, and may reenter and take and hold exclusive possession of the premises and remove all persons and property at the cost and risk of RSVP.

19. <u>SIGNS</u>

RSVP agrees that no signs or advertising material, other than any existing signs, may be erected or maintained upon the premises without the prior written consent of the Director of Building and Safety.

20. SUCCESSORS

Each and every term, covenant, and condition of this Lease will inure to the benefit of and will bind, as the case may be, not only the parties, but each and every one of the heirs, executors, administrators, successors, assigns and legal representatives of the parties; provided, however, that any subletting or assignment by RSVP of the whole or any part of the leased premises or any interest therein will be subject to the provisions of paragraph 16 of this Lease.

21. RIGHT OF ENTRY

The Agency reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem necessary to the proper enforcement of any of the covenants or conditions of this Lease.

22. <u>INTEGRATION: AMENDMENT</u>

This Lease represents the entire understanding of the Agency and RSVP as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Lease. The Lease may not be modified or altered except in writing signed by both parties.

23. EXHIBITS

All exhibits identified in this Lease are incorporated into the Lease by this reference.

24. SEVERABILITY

If any part of this Lease is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Lease will remain in full force and effect.

25. GOVERNING LAW: JURISDICTION

This Lease will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Lease will be in Los Angeles County, California.

26. AUTHORITY TO EXECUTE

The person executing this Lease on behalf of RSVP warrants that (i) RSVP is duly authorized and existing; (ii) they are duly authorized to execute this Lease on behalf of RSVP; (iii) by so executing this Lease, RSVP is formally bound to the provisions of this Lease; and (iv) the entering into this Lease does not violate any provision of any other Lease to which RSVP is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE,

a body, public and politic, of the State of California

Retired and Senior Volunteers Program of South Bay,

a California nonprofit corporation

Dee Hardison, Mayor

Hope Witkowsky, Executive Director

ATTEST:

Sue-Herbers, Clerk of the Redevelopment

Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III City Attorney

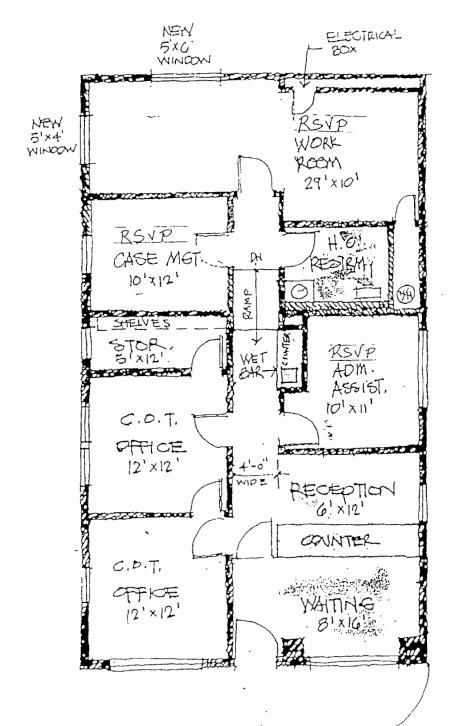
Bv

Heather K. Whitham Deputy City Attorney

s:\data\law\word\rsvp.doc

TO: LAGL WALL - FAX-6187.5879 FROM: LOK NG/BOX

EXHIBIT "A"



ALLEX

- City of Toman (Focal print:

= RSVP

= Shared area

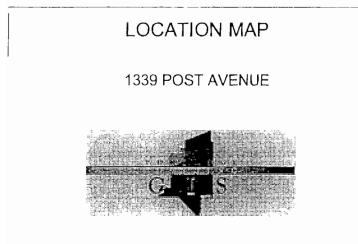
HORTH

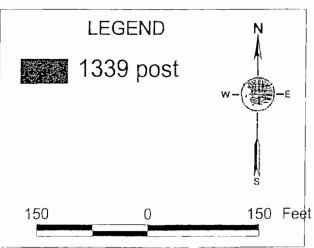
SCHEME A 5 SCALE: 16" =1'-0"

> DAPT, LETT ANNEX

POST AVE

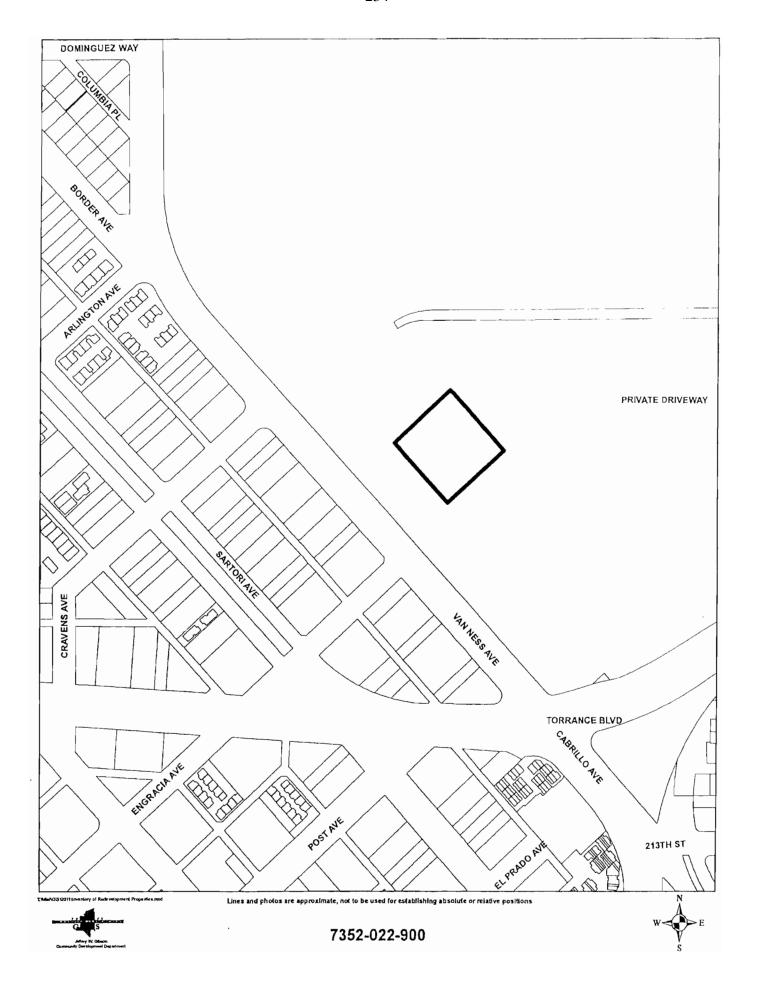






Attachment E

Supporting documentation for 1919 Torrance Blvd.



ONGWAL

ESCROW NO. 993-5226

PARCEL NO 17 & 18

A.P. NOS. 7354-21-19, 20, 21,

22 and 30

PROJECT: Torrance Industrial

Redevelopment Project

TITLE ORDER: 8155047 - 8155632 \$155635 - 8155633 - 8155634

WREDEN TICOR

Recording requested by:

WHEN RECORDED MAIL TO:

Torrance Redevelopment Agency 3031 Torrance Boulevard Torrance, California 90503

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA

NOV 21 1985 AT 8 A.M.

Recorder's Office

FREE L ψ

FREE RECORDING REQUESTED

Essential to acquisition by
Torrance Redevelopment Agency
See Government Code Section 61

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JOHN A. BARRINGTON, JOYCE I. BARRINGTON and FRANCES I. RIEGEL

do hereby grant and convey to the TORRANCE REDEVELOPMENT AGENCY, a public body, corporate and politic, all right, title and interest in and to those certain parcels of real property situated in the City of Torrance, County of Los Angeles, State of California, legally described as follows:

FOR THE LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND BY

THIS REFERENCE MADE A PART OF THIS DEED.

DATED: October 15, 1985

John A. Barrington

Joyce I. Barrington

Frances I. Riegel

State of California)
) SS
County of Los Angeles)

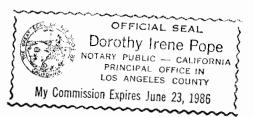
On October 15, 1985, before me, the undersigned a Notary Public in and for said State, personally appeared John A. Barrington, Joyce I. Barrington and Frances I. Riegel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Notary Public for the State

of California.

Dorothy Irene Pope



6210-21-19, 20, 21, 22 and 30

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

Lots 1, 2, 3, 4, 5,,6, 7 and 8 in Block 120 of Tract No. 2381, as per map recorded in Book 25, page 73 of Maps, in the office of the County Recorder of said County.

PARCEL 2:

Lot 1 in Block 124 of Tract No. 2807, as per map recorded in Book 33, page 100 of Maps, in the office of the County Recorder of said County.

PARCEL 3:

An easement for ingress and egress over the Westerly 11.00 feet of the Northwest 144.00 feet of Lot 2, in Block 124 of Tract No. 2807, as per map recorded in Book 33, page 100 of Maps, in the ofice of the County Recorder of said County.

D-5021 85 1380719

CERTIFICATE OF ACCEPTANCE (Government Code Section 27281)

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY CONVEYED BY THE DEED OR GRANT DATED OCTOBER 15, 1985 FROM JOHN A.
BARRINGTON, JOYCE I. BARRINGTON AND FRANCES I. RIEGEL, TO THE TORRANCE REDEVELOPMENT AGENCY, A PUBLIC BODY, CORPORATE AND POLITIC, IS HEREIN ACCEPTED BY ORDER OF THE TORRANCE REDEVELOPMENT AGENCY ON OCTOBER 15, 1985 AND THE GRANTEE CONSENTS TO THE RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

DATEN: October

BY:

EXECUTIVE PIRECTOR

TORRANCE REDEVELOPMENT AGENCY

D-5021 85 1380770

STANLEY E. REMELMEYER, Agency Counsel, and DEMETRIOU, DEL GUERCIO & LOVEJOY Attorneys at Law One Bunker Hill Building 601 West Fifth Street, Suite 1200 Los Angeles, California 90017 (213) 624-8407



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Attorneys for Plaintiff

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a public body, corporate and politic,

Plaintiff,

v.

JOHN A. BARRINGTON and JOYCE I. BARRINGTON, H&W as community property; FRANCES I. RIEGEL, a married woman as her) sole and separate property; JOHN A. BARRINGTON, a married man as his separate) property; BARRINGTON MFG., INC., a Calif-) ornia corporation; L. P. LARSON SALES; SECURITY PACIFIC NATIONAL BANK, a national banking association; MARK BERG et. ux.; ALAN PAUL BERG; ROBERT JOEL BERG) et. ux.; J. S. ENTERPRISES, INC., a California corporation; CARE ESCROW, INC.; THORVAL J. MILLER and DOROTHEA MILLER, H&W as JT; MARGARET T. GUTTENFELDER as Trustee for LEANNE VAN FELTS; WILLIAM F. MORROW and MARY J. MORROW, H&W as JT; CHRISTINE F. MORROW, a single woman; GEORGIA L. HARPER, an unmarried woman; GEORGE M. EDMONDSON and) MARTHA B. EDMONDSON, H&W as JT; ROY M. BROOK and BARBARA BROOK, H&W as JT; J. E. HARROUN and BARBARA HARROUN, H&W as) JT; ELAINE F. WELLS, a widow and EDNA M.) WURTZ, a widow, daughter and mother as JT; SHERRY MILSTEIN, a single woman;

ELIZABETH SUMNER, a widow; PETER J.

COLLETTI and MARIE H. COLLETTI, H&W as

NO. C544908

ORDER FOR PREJUDGMENT POSSESSION

[SECTION 1255.410 C.C.P.j

-1-

1 JT; DORIS M. EXLEY, a widow and JAMES ZILHAVER, a single man, mother and son as) 2 JT; SANDFORD SANFORD, an unmarried man; CARROLL SMITH CONSULTING; CARROLL SMITH 3 and MARY JANE SMITH, H&W as JT; MARYANN KING, a married woman as her sole and 4 separate property; RAYMOND E. SCHOR, a single man; STELLA G. STUBBE, a widow; 5 TWILA G. GOFF, a married woman; FRANK B. STARTUP and SUSIE M. STARTUP, H&W as JT; 6 STEVEN BUCHLER, a married man; HARVEL L. GUTTENFELDER and MARGARET T. GUTTENFELDER) 7 as Trustees; MICHAEL A. PERPYMAN AKA MICHAEL A. PERRYMAN, a single man; C. J. 8 TRAPLETTI and VIRGINIA TRAPLETTI, H&W as JT; REYNOLD W. CROTEAU and MARY A. 9 CROTEAU, H&W as JT; SAMUEL L. MORRIS as Trustee; SAMUEL L. MORRIS and SYBIL L. 10 MORRIS as Trustors; CHARLES T. NUSSELLER,) a widower; JACK STARTUP and BETTY STARTUP) 11 H&W as JT; ROSE JAFFE, a widow; MILDRED S. MILSTEIN, a married woman as her sole) 12 and separate property; JOHN DEL ROSSO AKA) JOHN DEL POSSO and MARY G. DEL ROSSO AKA) 13 MARY G. DEL POSSO, H&W as JT; EDWARD W. COURY and FLORA F. COURY, H&W as JT; 14 HOWARD S. MILSTEIN and MILDRED S. MILSTEIN, H&W as community property; 15 LOUISE M. VAN PELT, a widow; ANDRE L. BEZI AKA ANDRE L. BEIZ and ROSINA BEIZ 16 AKA ROSINA BEZI, H&W as JT; JOHN J. KING and MARYANN C. KING, H&W as JT; WILLIAM 17 O. MCQUAID and HELEN MCQUAID, H&W as JT; TWILA G. GOFF and HUSBAND; JOB INSURANCE 18 AGENCY; BAY AREA FINANCIAL CORPORATION; AUDREY ADAMS, a single woman; ROY L. 19 BUTLER, an unmarried man; MICHAEL STEPHENS, a single man; COUNTY OF LOS 20 ANGELES; REMCO-REAL ESTATE MANAGEMENT COMPANY, a California corporation, 21 successor to Dominguez Land Corporation; DOES 1 through 100; ALL PERSONS UNKNOWN 22 CLAIMING AN INTEREST IN THE PROPERTY, 23 Defendants. 24

Upon application by plaintiff and good cause appearing therefor,

IT IS HEREBY ORDERED AND DETERMINED:

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1. Plaintiff has deposited the amount of probable just

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compensation based on its appraisal and has filed a written statement or summary of the basis for said appraisal in accordance with Section 1255.010 of the Code of Civil Procedure as to the real property described in plaintiff's complaint and sought to be condemned by plaintiff.

- 2. Plaintiff is authorized and entitled to take possession of said real property described in its complaint, which description is incorporated herein by this reference, for community redevelopment purposes and related public uses for plaintiff's Torrance Industrial Redevelopment Project; and plaintiff is authorized to remove therefrom any and all persons, obstacles, improvements, or structures of any kind or nature situated thereon.
- 3. This order is made pursuant to the provisions of Article I, Section 19 of the California Constitution and Section 1255.410 of the Code of Civil Procedure. The effective date of this order on which plaintiff is authorized to take possession of said real property is August 17, 1985, or 90 days after service of a copy of this order for prejudgment possession on the record owner of said property and occupants, if any, in the manner prescribed by Section 1255.450, Code of Civil Procedure, whichever is later.

Dated: 1/47 : 7 1985, 1985

· LEI

Judge of the Superior Court

Torrance, CA 90503		242			
		\			
Attorney(s) for		(File Stamp)			
		A, COUNTY OF LOS ANGELES			
☐ MUNICIPAL		Justice Court District or Branch Court)			
REDEVELOPMENT AGENCY		CASE NUMBER			
vs		C544 908			
BARRINGION, et al.,		PROOF OF SERVICE			
(Abbreviated Title)		PROOF OF SERVICE			
I served (Describe Documents)	Permitting Preju	ments of Appraisal; Application for Order adament Possession; Order for Prejudgment Notice of Deposit			
2. Person served and title JOHN .AB7 3. Person with whom left, title or relationship to person served 5-22-8 4. Date and time of delivery	ARRINGION, Person	.authorized to accept service. , Torrance, CA 90501			
 7. Manner of service: (Check appropriate box	the person served. (CCP incorporated association in served with the person verved at the place where the served in the presence of a large who was to the person served at the person served at the person served at the person served at the person served (c).	(including partnership), or public entity) by leaving, during usual offi who apparently was in charge and therafter mailing (by first-class mathe copies were left. (CCP 415.20(a).) Indidate) By leaving copies at the dwelling house, usual place of abode, competent member of the household or a person apparently in charge informed of the general nature of the papers, and thereafter mailing (the place where the copies were left. (CCP 415.20(b).)			
c. You are served on behalf of Under CCP 416.10 (Corporation) CCP 416.20 (Defunct corporation CCP 416.40 (Association or partr	CCP 416. CCP 416. CCP 416. CCP 416. CCP 416.	fictitious name of			
 At the time of service I was at least 18 year Registered LOS ANGELES COUNT 	rs of age and not a party t IY Process Server, Ni ncludes additional reason CALIFORNIA	to this action. umber 79 nable costs necessarily incurred in effecting service as per CCP 1032			
Process Server SHAUN ROSSE	BPRG.	PETERSON BROS. ATTORNEY SERVICE 1455 CRENSHAW BOULEVARD, SUITE 200 TORRANCE, CALIFORNIA 90501 (213) 328-3033			

PROOF OF SERVICE

D-5021...

LIFOR LILE ILZONKESE COMMENDAL OL CHERAMMARK

DESCRIPTIONS

LOT 1 IN BLOCK 120. OF TRACT NO. 2381. IN THE CITY OF TORRANCE. IN THE COUNTY OF LOS ANGELES. STATE OF CALIFORNIA. AS PER MAP RECORDED IN BOOK 25 PAGE 73 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TITLE OF THE VESTEE HEREIN WAS ACQUIRED BY DEED RECORDED:

POLICY MATE: 100 PERCENT

E. WREDEN: TS: 2111

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

DESCRIPTION:

LOTS 2 AND 3 IN BLOCK 120. OF TRACT NO. 2381. IN THE CITY OF TORRANCE. IN THE COUNTY OF LOS ANGELES. STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 73 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TITLE OF THE VESTEE HEREIN WAS ACQUIRED BY DEED RECORDED:

POLICY RATE: 100 PERCENT

E. WREDEN: T5:2111

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

DESCRIPTION:

LOTS 4 AND 5 IN BLOCK 120. OF TRACT NO. 2381. IN THE CITY OF TORRANCE. IN THE COUNTY OF LOS ANGELES. STATE OF CALIFORNIA. AS PER MAP RECORDED IN BOOK 25 PAGE 73 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

RATE: 100 FERCENT EW:JJ/47 (1)

TELEFOR TEEL STOWN THOUSE CONTRACT OF CONTRACT

DESCRIPTIONS

LOTS 6, 7 AND 8 IN BLOCK 120, OF TRACT NO. 2381, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES. STATE OF CALIFORNIA. AS PER MAP RECORDED IN HOOK 25 PAGE 13 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TITLE OF THE VISTEE HEREIN WAS ACQUIRED BY DEED RECORDED:

PULICY RATE: 100 PERCENT

E. AREDER: TS: 2(1)

DESCRIPTION:

PARCEL 1:

LOT 1 IN BLOCK 124 OF TRACT RO. 2007. IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFRON THE NORTHWESTERLY 30 FEET OF SAID LOT.

PARCEL 2:

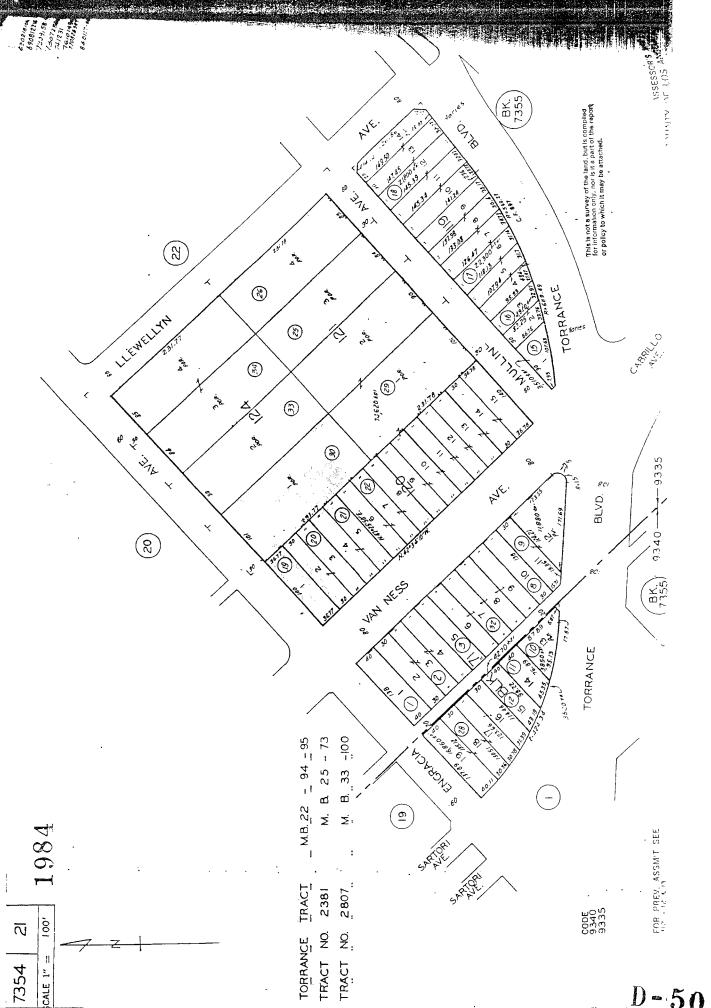
AN EASEMENT FOR INGRESS AND EGRESS OVER THE WESTERLY 11 FEET OF THE NORTHWEST 144 FEET OF LOT 2. BLOCK 124. OF TRACT 2807 IN THE CITY OF TORRANCE. IN THE COUNTY OF LOS ANGELES. STATE OF CALIFORNIA. AS PER MAP RECURDED IN 808K 33 PAGE 100 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHWESTERLY 30 FEET THEREOF.

RATE: 100 PERCENT

E82JJ/47 (1)

D-5021





COUNTY OF LOS ANGELES / AUDITOR-CONTROLLER TAX DIVISION

153 HALL OF ADMINISTRATION, LOS ANGELES, CA. 90012 (213) 974-8361

MARK H. BLOODGOOD AUDITOR-CONTROLLER THOMAS J. KOZLOWSKI DANIEL O. IKEMOTO ASSISTANT AUDITOR-CONTROLLERS January 6, 1986

MICHAEL L. GALINDO, CHIEF TAX DIVISION

Redevelopment Agency of the City of Torrance 3031 Torrance Boulevard Torrance, California 90503

Attn: Stanley E. Remelmeyer

Ageny Counsel

Re: Torrance CRA vs. Barrington, et al

SCC No. C 544908, Parcel 17.18

Dear Sir:

This refers to your letter of December 2, 1985, requesting the proration of current and delinqunet taxes on the above Condemnation Case, prorated through August 20, 1985.

SCC Par	Tax Rate Area Assessor Parcel#	Daily Ra t e	Delin- quent	1985-1986	Total
17	TRA 9335 APN 7 354-021-019	1.5939	\$595•37	\$81.29	\$ 676 , 66
8 9	TRA 9335 APN 7354-021-020	1.6579	None	84.55	84.55
88	TRA 9335 APN 7354-021-021	1.3129	None	66.95	66.95
tt	TRA 9335 APN 7354-021-022	1.7340	707.91	88.43	796.34
**	TRA 9335 APN 7354-021-030	5.0546	2,037.84	257.78	2,295.62

Additional penalties will accrue on the delinquent taxes if the proration date is extended.

Refer to Account / Order: 010187 00

CENTRAL ACCOUNTING.L.A

6913.07

0000157946

Date: 91/22/86

CHECK NO. 0157946

OPERATING ACCOUNT

LOS ANGELES MAIN OFFICE

BANK OF AMERICA

NT & SA

LOS ANGELES, CALIFORNIA

INSURANCE

To The Order Of

L.A.COUNTY TAX COLLECTOR

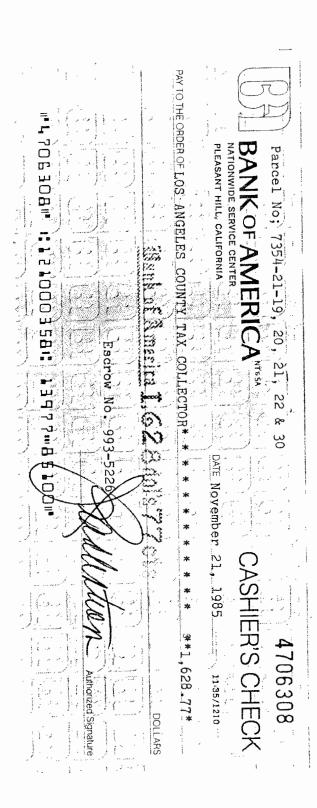
7354-21-19 7354-21-22 7354-21-30 PAY

Ticor Title Insurance Company of California

INITIALS

The Minter

AUTHORIZED SIGNATURE



||*0157446||* ||1152000661|| 06001|||07050||

DONNA BASS CITY CLERK



CITY OF TORRANCE

3031 TORRANCE BOULEVARD, TORRANCE, CALIFORNIA
TEASPHONE (2131 328-5310 90503-2970

FILE NO: D-5021

DATE: Japuary 24, 1986

Tax Division, Auditor-Controller 500 West Temple Street, Room 153 Los Angeles, California 90016

Attention: Tax Cancellation Section

Gentlemen:

The City of Torrance has acquired title to and requests cancellation of taxes on the property hereinafter described. This request and application for cancellation of taxes is made pursuant to Sections 4986 and amendments thereto of the Revenue and Taxation Code of California.

Please advise this office on the duplicate copy of this letter when cancellation has been completed.

Sincerely,

Donna M. Babb, City Clerk

LEGAL DESCRIPTION: See Attached

PURPOSE: Redevelopment

HOW ACQUIRED: Grant Deed

WHEN ACQUIRED: October 18, 1985

RECORDED: November 21, 1985

DOCUMENT NO: 85-1380719

COURT ORDER & PROOF OF SERVICE. FYtaurof

ERCRATE TAXES TO. AUGUSTZO 1565

DATE: Octbber 15, 1985

GRANTOR: J.A.&J.T.BARRINGTON % M.T.RIEGFL

ADDRESS:

CITY:

TYPE OF TAXES: Current & Delinguou, to

IMPROVEMENTS: None

8-20-85

Approval and consent to cancellation of taxes on property hereinabove described, as requested by the City of Torrance.

WL 17 %

STANLEY E. REMELMEYER, City Attorney

The above request approved and cancellation completed.

Authorization No. 59086

Date

To 1986

Recording requested by Tarance City Clerk

After recording return to: City Clerk 252 DOCUMENTARY FRANSFER TAX 3031 Torrance Blvd, Torrance CA 90503 PALMIERI, TYLER, WIENER, WILHELM & WALDRON Angelo J. Palmieri Bramha 1 City Clerk City of Torrance Patrick A. Hennessey 2 Lori K. Davies Suite 1300 - East Tower 3 2603 Main Street Irvine, California 92 14RECORDED IN OFFICIAL RECORDS RECORDER'S OFFICE (714) 851-9400 LOS ANGELES COUNTY 5 CALIFORNIA Attorneys for Plaintiff IAMES H. DEMPSEY, CLERK City of Torrance 6 C. Modrighter A.M. SEP 28 1992 C. RODRIGUEZ, DEPUTY 7 SUPERIOR COURT OF CALIFORNIA 8 COUNTY OF LOS ANGELES 9 S 10 FREE CITY OF TORRANCE, a Municipal CASE NO.: BC 013630 11 corporation, FINAL ORDER OF CONDEMNATION 12 Plaintiff, 13 v. Trial Date: April 6, 1992 Time: 9:30 a.m. 14 WALTER JAMES EGAN, et al., Dept: 54 15 Defendants. 16 17 It appearing to the court that plaintiff has paid to the 18 defendants entitled thereto, the total sum of just compensation 19 provided for in the Judgment in Condemnation; 20 IT IS THEREFORE ORDERED AND ADJUDGED: 21 The fee simple title to the parcel of property, situated in 22 the County of Los Angeles, State of California, more particularly 23 described as follows: Lot 1 in Block 119 of Tract No. 2381 in 24 the City of Torrance in the County of Los Angeles, State of 25 California, as per map recorded in Book 25, Page 73 of Maps in 26 the Office of the County Recorder of said County, is hereby

condemned to and taken by plaintiff for the widening,

construction and improvement of Torrance Boulevard and related

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CITY CLERK



CITY OF TORRANCE

3031 TORRANCE BOULEVARD, TORRANCE, CALIFORNIA
TELEPHONE (213) 618-2870 90509-2970

FILE D	NO:	201.00		
DATE:	110	62-11.20 C	, ,	1900

Tax Division, Auditor-Controller 500 West Temple Street, Room 153 Los Angeles, California 90016

Attention: Tax Cancellation Section

Gentlemen:

The City of Torrance has acquired title to and requests cancellation of taxes on the property hereinafter described. This request and application for cancellation of taxes is made pursuant to Sections 4986 and amendments thereto of the Revenue and Taxation Code of California.

Please advise this office on the duplicate copy of this letter when cancellation has been completed.

Sincerely,

LEGAL DESCRIPTION: See Attached

PURPOSE: St.

Street widening & improvement.

HOW ACQUIRED:

Final order of condemnation.DATE:

July 13, 1003

Donald Ex Wikson, City Clerk

John A. Bramhall.

WHEN ACQUIRED:

September 9, 1992

GRANTOR:

RECORDED:

September 28, 1992

ADDRESS:

DOCUMENT NO:

92-1797150

TYPE OF TAXES:

All carran in

delinque t.

IMPROVEMENTS:

Mone,

Approval and consent to cancellation of taxes on property hereinabove described, as requested by the City of Torrance.

Stanley E Remelmeyer, City Attorney

Ron Pohl, Acting

The above request approved and cancellation completed.

Authorization No. 2084

JUN 1 6 1993

uses.

On filing a certified copy of this Final Order of Condemnation with the County Recorder of the County of Los Angeles, State of California, the fee simple title to the real property described above shall vest in plaintiff, its successors, and its assigns.

The plaintiff's portion of the current taxes due under California Revenue and Taxation Code section 5082 are cancelled.

DATED: 7/13/92

County of Los Angeles

SUPERIOR COURT

Victor E. Chavez

ATTACHED IS A FULL, TRUE, AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

AUG 0 7 1902

JAMES H. DEMPSEY

Executive Officer/Clerk of the Superior Court of California, County of Los Angeles.

By _______, Deputy

J.A. LITWICKI

92-1797150

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CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Final Order of Condemnation dated July 13, 1992, from WALTER JAMES EGAN, to the City of Torrance, a Municipal Corporation, is hereby accepted by order of Resolution No. 3417 adopted by the City Council of the City of Torrance on February 18, 1958, and duly recorded on the 26th day of February, 1958, in Book 56502, Page 139, Official Records, in the Office of the County Recorder of Los Angeles County, and that the Grantee consents to the recordation thereof by its duly authorized officer.

CITY OF TORRANCE

John A. Bramhall,

City Clerk

Dated: September 9, 1992

(Section 27281 of Government Code; as amended)

Purpose: Street widening and improvements.

92-1797150

anstall-

January 23, 1990

Agency Meeting

January 30, 1990

Honorable Chairman and Members of the Torrance Redevelopment Agency City Hall Torrance, California

Members of the Agency:

SUBJECT: Award of a contract to SCS Consulting Engineers for continued investigation of subsurface contamination in the Industrial Redevelopment Project Area.

ABSTRACT:

Staff recommends award of a contract in an amount not to exceed \$62,000.00 to SCS Consulting Engineers. The California Regional Water Quality Control Board has requested the Torrance Redevelopment Agency to further investigate subsurface and ground water contamination on the Torrance/American Honda property.

BACKGROUND:

Since 1983, the Redevelopment Agency has been involved with American Honda Motor Co., Inc. to redevelop the area within the former 25-Acre Site bordered by Torrance Boulevard, Van Ness Avenue and Santa Clara Avenue. While undertaking geotechnical work on the site in 1985, the Agency and Honda staff discovered hydrocarbon (dissolved gasoline) vapors from the ground water. To date, we have assisted the Water Quality Board to determine the source (Mobil Oil) and extent of a massive hydrocarbon plume that is responsible for most of the ground water pollution. During this period, SCS conducted the ongoing professional work on the site for the Agency and Honda.

On November 17, 1989, we met with Water Quality Board staff to discuss the results of sampling and monitoring from ground water wells on the site, as well as the impending amendment to the Clean-Up and Abatement Order (CAO) for the Mobil Oil Corporation. At that meeting, Water Quality Board staff requested that the Agency and Honda continue investigating subsurface and ground water conditions on the site. A Work Plan for a subsurface investigation on the site was prepared and then reviewed by Water Quality Board staff. The Water Quality Board staff suggested minor changes to the Work Plan on December 21, 1989, permitting us to modify the Work Plan accordingly. (see attachments #1 and #2)

Since 1986, SCS has demonstrated its expertise by developing accurate data regarding subsurface conditions on the site and conducting all previous work in a competent, efficient and timely manner. Given both Water Quality Board staff's desire to see the investigation begin immediately and the consultant's technical expertise, SCS is the only qualified firm to continue the investigation of subsurface contamination on the subject site.

SCS estimates that the approximate cost for the additional investigation to be \$50,910.00 (see attachments #3 and #4) with the work continuing until approximately January 1991 to include time for additional meetings and review of the final report. However, the final cost and time schedule for all work may differ if the Water Quality Board modifies the Work Plan as results become available.

Funding required for the subsurface investigation of the ground water includes the approximate cost of the initial study (\$50,910.00) and a twenty (20) percent contingency fund. Sufficient financing to cover this cost exists in Redevelopment Agency's Professional and Technical Services account. A copy of the executed contract is attached. (see attachment #5)

Presently, the Agency's Participation Agreement with American Honda Motor Co., Inc. requires the Agency and Honda to share the cost of any subsurface investigation on the site. This agreement will apply to the continued ground water investigation on the subject site and Honda will be required to reimburse TRA for fifty (50) percent of the cost.

RECOMMENDATION:

Redevelopment Agency staff recommends that a contract for Additional Investigation at Torrance/American Honda Site be awarded to SCS Consulting Engineers, Inc. in an amount not to exceed \$62,000.00, with funding from the Redevelopment Agency's Professional and Technical Services account.

Respectfully submitted,

DAVID S. FERREN

Deputy Executive Director

Y______

Michael G. Bihn

Sr. Principal Planner

CONCUR:

David S. Ferren

Deputy Executive Director

DéRoy I. Jackson Executive Director

MGB:ML

Attachments:

- 1. Correspondence from SCS to California Regional Water
- Quality Board, November 29, 1989.

 2. Correspondence from California Regional Water Quality
 Board to American Honda Motor Corp. Inc., December 21,
- 3. Correspondence from SCS to Torrance Redevelopment Agency, December 5, 1989.
- 4. Correspondence from SCS to Torrance Redevelopment Agency,
- January, 18, 1990.
 5. Contract with and between SCS and Torrance Redevelopment Agency.

3711 Long P 5 Blvd. Ninth Floor Long Beach, CA 90807

213 426-9544 FAX 213 427-0805

SCS ENGINEERS

November 29, 1989 File No. 186008

Mr. Jim Ross
California Regional Water Quality
Control Board
Los Angeles Region
101 Centre Plaza Drive
Monterey Park, California 91754-2156

RECEIVED CITY OF TORRANCE

DEC 0 4 1989

PLANNING DEPARTMENT

Subject: Work Plan for Additional Investigation at Torrance/America Honda Site

Dear Mr. Ross:

According to our discussion at our joint meeting of November 17, 1989, we have prepared the enclosed work plan regarding additional investigation at the subject site. This investigation will consist of the following tasks:

- Task 1 Review of Existing Mobil Reports for EPA Method 601/602 Data
- Task 2 Review of Current Mobil Report for EPA Method 601/602 Data
- Task 3 Review of RWQCB Files for Additional Sites in the Torrance Region
- Task 4 Resample On-Site Torrance Wells for EPA Method 601/602 Compounds
- Task 5 Sample Selected On-Site and Off-Site Mobil Wells for EPA Method 601/602 Compounds
- Task 6 Drill Soil Borings on 26-Acre Parcel
- Task 7 Sampling of MW2 on 26-Acre Parcel
- Task 8 Prepare Final Report

These tasks are discussed in further detail in the following section.

TASK 1 - REVIEW OF EXISTING MOBIL DATA FOR EPA METHOD 601/602

Existing Mobil reports will be reviewed for EPA 601/602 compounds detected and their respective detection limits. This information will be summarized into tables and/or figures for submittal to the RWQCB.

Cincinnati Kansas City Los Angeles Phoenix San Francisco Seattle Tampa Washington D.C.

Mr. Jim Ross November 29, 1989 Page Two

TASK 2 - REVIEW OF CURRENT MOBIL REPORT FOR EPA METHOD 601/602

Analytical data from the most current sampling round will be reviewed for EPA 601/602 data. This information should be available in the December 31, 1989 Mobil report; we hope to be able to receive a copy of this report during mid to late January 1990. This information will be summarized in the same manner as above.

TASK 3 - REVIEW OF RWQCB FILES FOR ADDITIONAL SITES IN THE TORRANCE REGION

RWQCB files will be reviewed for additional information regarding sites in the Torrance and nearby areas which may contain chlorinated hydrocarbons in ground water. This data will also be summarized into a map showing the locations of these sites and the types of components detected as well as their ranges and laboratory detection levels.

TASK 4 - RESAMPLE ON-SITE TORRANCE WELLS FOR EPA METHOD 601/602 COMPOUNDS

The 8 existing on-site wells (MW1, MW2, MW4, MW5, MW6, ATT2, ATT3, ATT4) will be sampled for EPA 601/602 compounds every 2 months for a period of 6 months to establish background information regarding water levels and the possible persistence of chlorinated compounds on this property.

Sampling procedures used will be the same as those utilized previously. Prior to ground water sampling, water levels will be collected in all existing monitoring wells. Following water level measurements, a submersible pump will be lowered into the well. Wells will be pumped until 3 to 4 well volumes of water have been removed from the well and the pH, temperature, and conductivity readings have stabilized. Notations will be made as to odor, color, and turbidity of the water being removed by the pump.

Samples will be collected using a teflon or acrylic bailer. The ground water samples will be placed into pre-cleaned 40-ml I-Chem vials with Teflon-coated septa, labelled with a sample tag, and placed in an ice chest. Proper chain-of-custody documentation will also be completed.

Mr. Jim Ross November 29, 1989 Page Three

All sampling equipment will be decontaminated thoroughly between each well to eliminate any possibility of cross-contamination. Decontamination will consist of either steamcleaning or pumping at least 10 gallons of the following solutions through the pump and the discharge tubing in the following sequence:

- Trisodium phosphate soap (TSP) and tap water Tap water rinse Tap water rinse.
- 3.

Data collected during each sampling round will be submitted to the RWQCB in a letter report. The final report will contain a summary of all 3 sampling rounds.

TASK 5 - SAMPLE SELECTED ON-SITE AND OFF-SITE MOBIL WELLS FOR EPA METHOD 601/602 COMPOUNDS

Based on the information obtained in Task 1, selected onsite and off-site Mobil wells will be analyzed for the presence of low level EPA 601 compounds. These wells will be sampled in the same manner as described in Task 4. This data will also be submitted to the RWQCB in a letter report.

We propose to split samples with Mobil during their next semi-annual sampling round which we expect will occur in February or early March. Cooperation from Mobil personnel will be essential to performing and completing this task in a timely manner.

TASK 6 - DRILL SOIL BORINGS ON 26-ACRE PARCEL

Two soil borings will be drilled in the area of the former Eden Steel tanks to determine if hydrocarbons exist in the soils underlying the former tanks. Soil borings will be drilled using 7-inch hollow stem auger with samples collected at 5 foot intervals to depth. The geologist on-site will log the soils encountered and will obtain readings from the samples collected using an Organic Vapor Analyzer (OVA) or Hnu. Any discoloration or odors will be noted in the boring log.

Sampling will begin at 20 feet and borings will be terminated at 50 feet if contaminated soils are not encountered. contaminated soils are detected, the borings will continue until clean soil is encountered.

Mr. Jim Ross November 29, 1989 Page Four

Selected soil samples collected will be analyzed for EPA 8015 and 8020 components according to observations of the field geologist and instrument readings. This data will also be summarized into a report for the RWQCB.

TASK 7 - SAMPLING OF MW2 ON THE 26-ACRE PARCEL

This task will be coordinated with Task 4. In addition to EPA 601 and 602 compounds, this well will also be sampled once for those compounds which may indicate the accidental release of the sewage into the ground water in this well. This data will be conveyed to the RWQCB along with the data collected during the proposed sampling at the site.

TASK 8 - PREPARE FINAL REPORT

A final report will be prepared summarizing the results of Tasks 1 through 7. This report will contain conclusions with respect to the nature of volatile organic compounds on the subject site and the surrounding area.

TIME SCHEDULE

The following is the expected time schedule for the above tasks provided an approved work plan is received by December 15, 1989.

Task No.	Completion Date
1	December 29, 1989
2	February 16, 1990
3	January 17, 1990
4	May 31, 1990
5	May 18, 1990
6	January 17, 1990
7	January 26, 1990
8	June 15, 1990

Mr. Jim Ross November 29, 1989 Page Five

Please review and comment on the attached work plan at your earliest convenience as we would like to begin as soon as possible. If you have any questions on this submittal, please call any of the undersigned.

Sincerely,

5. clilda Anne S. Childress, R.G. Project Geologist

Thomas Dorolfa

Kenneth V. LaConde Project Director SCS ENGINEERS

Richard C. Slade, R.G.

Consulting Ground Water Geologist

J.T. Liu, RWQCB cc:

Mike Bihn, TRA

Jane Hasselbach, TRA Curt Cedarquist, American Honda

Colin Leonard, BWS Steve Onstott, BWS Joe Armao, HEWM

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD LOS ANGELES REGION

101 CENTRE PLAZA DRIVE MONTEREY PARK, CALIFORNIA 91754-2156 (213) 266-7500



JAN (: **a)** 1990 PLANNING DEPARTMENT

December 21, 1989

Mr. Curt Cedarquist American Honda Motor Company, Inc. 700 Van Ness Avenue Torrance, CA 90501 Torrance,

WORKPLAN FOR ADDITIONAL SITE ASSESSMENT FOR AMERICAN HONDA/TORRANCE PROJECT (FILE NO. 86-10)

We have reviewed the subject workplan submitted by SCS Engineers and have the following comments:

Tasks 4 and 5

In order to assure that these tasks will be completed in a timely manner, SCS Engineers and Mobil shall notify each other and the Regional Board staff at least 72 hours prior to their field sampling schedules, so that representatives from all three organizations can be present at the same time to collect split samples. Also, copies of all the future correspondence and reports shall be forwarded to all the agencies and organizations involved in the subsurface investigation at the Mobil/American Honda area.

2. Task 6

At least one of the soil borings drilled near the former Eden Steel underground storage tanks (preferably the boring downgradient from the former tanks) shall be converted to a monitoring well screened in the regional aquifer. Water samples collected from this well shall be analyzed for volatile chlorinated compounds (EPA 601), total petroleum hydrocarbons (modified EPA 8015), aromatic compounds (EFA Method 602), and DOHS CAM metals. A map showing the soil boring locations shall be submitted to this Board by January 2, 1990.

3. Additional Monitoring Wells

The additional site assessment shall achieve the goals of identifying source(s) of the subsurface contamination and defining the vertical and horizontal extent of ground water contamination primarily for volatile chlorinated compounds. We will require additional monitoring wells if the abovementioned goals are not appropriately achieved during this phase of investigation.

Mr. Curt Cedarquist Page 2

In summary, we have no objection to you implementing the tasks proposed in the SCS Engineers Workplan provided that modifications be made according to the requirements summarized in our comments.

If you have any questions concerning this matter, please contact Mr. J. T. Liu at (213) 266-7612

E. ROSS, Unit Chief Hazardous Waste Unit

The second secon Michael Bihn, Redevelopment Agency of the City of Torrance Anne S. Childress, SCS Engineers
Colin Leonard, Law Office of Burke, Williams & Sorensen

Joe Armao, Law Office of Heller, Ehrman, White & McAuliffe Ron Lynch, Mobil Oil Corporation State Department of Health Services, Toxic Substance Control

Division, Region 4

3711 Long Beach Blvd. Ninth Floor Long Beach, CA 90807 213 426-9544 FAX 213 427-0805

SCS ENGINEERS

December 5, 1989 File No. 186008

Mr. Mike Bihn
Ms. Jane Hasselbach
City of Torrance
Planning Department
3031 Torrance Boulevard
Torrance, California 90503

RECEIVED
CITY OF TORRANCE
DEC 0 6 1989
PLANNING DEPARTMENT.

Subject: Cost Estimate for Additional Work at Torrance/ American Honda Site

Dear Mike and Jane:

Enclosed is an estimate of the costs associated with the work plan as outlined in the letter to Jim Ross dated November 29, 1989. This additional investigation includes the following tasks:

- Task 1 Review of Existing Mobil Reports for EPA Method 601/602 Data
- Task 2 Review of Current Mobil Report for EPA Method 601/602 Data
- Task 3 Review of RWQCB Files for Additional Sites in the Torrance Region
- Task 4 Resample On-Site Torrance Wells for EPA Method 601/602 Compounds
- Task 5 Sample Selected On-Site and Off-Site Mobil Wells for EPA Method 601/602 Compounds
- Task 6 Drill Soil Borings on 26-Acre Parcel
- Task 7 Sampling of MW2 on 26-Acre Parcel
- Task 8 Prepare Final Report

The estimated costs for this scope of work are shown in the attached exhibit. However, if the Regional Water Quality Control Board modifies the proposed work plan, the final costs may differ.

Cincinnati Kansas City Los Angeles Phoenix San Francisco Seattle Tampa Washington D.C.

Mr. Mike Bihn Ms. Jane Hasselbach December 5, 1989 Page Two

If you have any questions on this submittal, please call any of the undersigned.

Sincerely,

Anne S. Childress Project Geologist

Kenneth V. LaConde Project Director SCS ENGINEERS

enclosure

EXHIBIT 1 COST ESTIMATE FOR PROPOSED ADDITIONAL INVESTIGATION AT TORRANCE/AMERICAN HONDA SITE

		AT TORRANCE/AMERICAN HONDA SITE
		- Review of Existing Mobil Reports for EPA Method 601/602 Data
	0	Review reports and prepare letter to RWQCB\$ 1,286
Task	2	 Review of Current Mobil Report for EPA Method 601/602 Data
	0	Review report and prepare letter to RWQCB
Task	3	- Review of RWQCB Files for Additional Sites in the Torrance Region
	0	Review files, prepare letter, and present briefing to TRA
Task	4	 Resample On-Site Torrance Wells for EPA Method 601/602 Compounds (3 separate sampling events)
	0	Geologist and technician to sample wells (8 days)
	0	Analysis of samples for EPA 601/602 (27 samples @ \$225/ea, includes field blanks)
	0	Equipment rental
	0	55-gallon drums (does not include disposal of ground water)
Task	5	 Sample Selected On-Site and Off-Site Mobil Wells for EPA Method 601/602 Compounds (one sampling event)
	0	Technician to sample wells (assumes 20 wells and samples will be split with Mobil) (10 days)
	0	Analysis of EPA 601/602 20 samples @ \$225/ea

EXIHIBIT 1 - CONTINUED

Task 6 - Drill Soil Borings on 26-Acre Parcel			
o Drill rig 1,2	50		
o Geologist to direct drillers, log samples, etc	92		
o Prepare report	50		
Task 7 - Sampling of MW2 on 26-Acre Parcel			
o Labor to be included in Task 4			
o 2 to 3 samples for Coliform	0		
Task 8 - Prepare Final Report			
o Report preparation	0		
Additional Task - Meeting attendance			
o Attendance at 3 meetings (Ken LaConde, Anne Childress and Richard Slade)	0		
Consultants (R. Slade)	0 1 7		

SCS ENGINEERS

January 18, 1990 File No. 186008

Mr. Mike Bihn Ms. Jane Hasselbach City of Torrance Planning Department 3031 Torrance Boulevard Torrance, California 90503

VIA FAX

Subject: Revised Cost Estimate for Additional Work at Torrance/ American Honda Site

Dear Mike and Jane:

Enclosed is a revised cost estimate for additional work required at the subject site by the Regional Water Quality Control Board (RWQCB). This revised estimate supersedes our estimate in the December 5, 1989 letter.

The revised cost estimate reflecting limited soils analysis in Task 6 and ground water sampling and analysis of the new Mobil wells should total \$50,910. However, these costs do not reflect the drilling and installation of additional ground water wells should they be required at a later date by the RWQCB.

If you have any questions on this submittal, please call either of the undersigned at (213) 426-9544.

Sincerely,

Anne S. Childress Project Geologist

5. Caild

Kenneth V. LaConde Project Director SCS ENGINEERS

Cincinnati Konsas City Los Angeles Phaenix San Francisco Seattle Tompu Washington D.C.

CONTRACT

THIS AGREEMENT is made effective this ______ day of ______, 19____ by and between CITY OF TORRANCE REDEVELOPMENT AGENCY (hereinafter referred to as "CLIENT") and SCS CONSULTING ENGINEERS, acting as an independent contractor (hereinafter referred to as "CONSULTANT").

ARTICLE I - CHARACTER AND EXTENT OF SERVICES

- A. CONSULTANT shall provide services for CLIENT all as more fully appears in the Work Plan for Additional Investigation at Torrance/American Honda Site, Exhibit "1", hereto attached and incorporated herein by this reference. Notwithstanding any other language in this Agreement or in any attachment or addendum hereto, CONSULTANT, at all times, in the performance of CONTRACTOR's services, shall act as and shall be an independent contractor. CONSULTANT shall perform all the duties set forth in Exhibit "1", hereto attached, and all other duties expressly set forth, in a competent, efficient, and timely manner. To the extent the description of the duties set forth in the said Exhibit "1" include professional drilling services, then any services rendered or reports or recommendations prepared or submitted by CONSULTANT shall be in accordance with generally acceptable standards within the profession, all in accordance with practices and standards in the area where CONSULTANT performs such services.
- B. Promptly upon execution of this Agreement, or as otherwise mutually agreed by the parties, CONSULTANT shall provide the services in accordance with the Work Plan for Additional Investigation at Torrance/American Honda Site, attached hereto as Exhibit "1" and incorporated herein by reference. Once CONSULTANT begins providing services, CONSULTANT will diligently and timely perform all services required of it by this Agreement.
- C. It is understood and agreed that CLIENT, in the performance of its professional duties, may give directions or guidance to CONSULTANT as to certain duties to be performed by it. In doing so, CLIENT does not undertake the direct supervision or control of CONSULTANT. Moreover, in no event will any employee or agent of CLIENT have the right to directly control or supervise any employee or agent of CONSULTANT. Cooperative efforts by the parties in performing under this Agreement shall not alter the basic relationship of the parties nor be construed as an exercise of direct supervision or control by CLIENT over the actions of CONSULTANT. At all times, the duties, responsibilities and obligations of CONSULTANT shall be expressly set forth in this Agreement and in any written modification of this Agreement.

ARTICLE II - CONSIDERATION AND PAYMENT

A. In full monetary consideration for this Agreement and the services to be performed by CONSULTANT hereunder, CLIENT will pay CONSULTANT fifty thousand nine hundred and ten dollars (\$50,910.00) as specified in Cost Estimate for Additional Work at Torrance/American Honda Site, Exhibits "2" and "3", hereto attached and incorporated herein by this reference.

- B. CLIENT will set aside an additional twenty (20) percent contingency fee in the event the CLIENT orders an appreciable change in said work plan, then the CONSULTANT shall be paid an additional fee for the extra work caused thereby. Such additional fee shall be agreed upon by the CONSULTANT and the CLIENT prior to the performance of such work.
- C. CONSULTANT shall submit monthly invoices based on total services which have been completed in the previous month. Payment will be made to CONSULTANT by CLIENT for the services of CONSULTANT performed hereunder not later than thirty (30) days after submittal.

ARTICLE III - PERIOD OF PERFORMANCE

This Agreement will be in effect immediately upon its execution and shall continue in force and effect until the obligations of the parties are complete or until sooner terminated.

ARTICLE IV - CHANGES

CLIENT, without invalidating this Agreement, may order changes in writing in services within the general scope of this Agreement consisting of additions, deletions, or other revisions. If such changes cause an increase or decrease in the contract sum or the contract time, an equitable adjustment shall not be cause for refusal of CONSULTANT to timely perform the additional or altered services. Any and all changes in the services shall be authorized or directed in writing executed by CLIENT. At all times, responsibilities, and obligations of CONSULTANT shall be expressly set forth in this Agreement and in any written modification of this Agreement.

$\frac{\texttt{ARTICLE}}{\texttt{OF}} \ \ \frac{\texttt{V}}{\texttt{OF}} \ \frac{\texttt{OWNERSHIP}}{\texttt{DOCUMENTS}} \ \ \frac{\texttt{REPRODUCTION}}{\texttt{EPRODUCTION}}$

- A. The report and all supplementary materials, details, computations, studies, reports and other documents as well as all preliminary reports, details, computations, studies, reports and other documents prepared or provided by the CONSULTANT under this Agreement shall be the property of the CLIENT when paid for. CONSULTANT may retain copies thereof for its files and its internal use.
- B. CONSULTANT shall not permit reproductions to be made of the Draft Report or any of the preliminary materials, except upon the order of, or with the consent of the CLIENT.

ARTICLE VI - COMPLIANCE WITH LAWS AND DUTIES

A. CONSULTANT has reviewed the services to be provided and has made its own investigation concerning such services. CONSULTANT has determined that it has sufficient information to enter into this Agreement and perform the services called for herein, and that CONSULTANT has the requisite staff, material, and experience required to perform CONSULTANT's duties hereunder. CONSULTANT agrees and acknowledges that CLIENT has made no representations or warranties concerning the services to be provided, other than as expressly set forth herein or in an Exhibit hereto attached, and CONSULTANT has relied solely upon its own review and investigation in entering into this Agreement.

- B. CONSULTANT at its own cost and expense may retain registered professional consultants acceptable to CLIENT, to furnish any engineering data necessary to the preparation of the reports as provided in Exhibit "1", as required.
- C. CONSULTANT shall perform the services as an independent consultant in accordance with its own methods, the terms of this Agreement, and all applicable federal, state and local laws, regulations, rules and ordinances. CONSULTANT shall at all times perform its duties in a competent and timely manner.

ARTICLE VII - FAILURE TO PROVIDE SATISFACTORY SERVICE

If, in the opinion of the CLIENT, the CONSULTANT fails to perform or provide prompt, efficient and thorough service, or if the CONSULTANT fails to complete the several portions of its work within a reasonable amount of time, the CLIENT shall have the right to terminate this Agreement, take the CONSULTANT's studies and other work products, insofar as they are complete and acceptable to the CLIENT, and pay the CONSULTANT therefor in accordance with the provisions of Article VII herein.

$\frac{\texttt{ARTICLE}}{\texttt{OF}} \ \frac{\texttt{VIII}}{\texttt{OF}} \ \frac{\texttt{SUSPENSION}}{\texttt{OF}} \ \frac{\texttt{OR}}{\texttt{ABANDONMENT}}$

- A. CLIENT may suspend, in writing, all or portions of the work under this Agreement in the event unforeseen circumstances beyond the control of the CLIENT make normal progress in the performance of the work impossible. CONSULTANT may request that the work be suspended by notifying the CLIENT, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds ninety (90) days, the terms of the Agreement are subject to renegotiation.
- B. CLIENT may terminate all or a portion of the work covered by Exhibit "1" for its convenience. Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement. Termination of the Agreement is accomplished by fifteen (15) days prior to written notice from the party initiating termination to the other.
- C. In the event of termination, CONSULTANT shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed ten (10) percent of the total time expended on the terminated portion of the project prior to the effective date of termination.
- D. CONSULTANT shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the ten (10) percent limitation described in paragraph "C".
- E. If the CLIENT determines that a part of the work involved in the project shall be suspended or abandoned, such suspension or abandonment of a portion of the project shall not make void or invalidate this Agreement.

ARTICLE IX - INDEMNIFICATION AND LIABILITY

- A. CONSULTANT agrees to indemnify, hold harmless, and defend CLIENT, its officers, directors, employees and agents, and all its contractors and consultants from and against all claims, losses, damages, charges, or expenses to which they or any of them may be put or subjected arising out of or resulting from any negligent act or actions, omissions, or failure to act, or claims arising from such acts, on the part of the CONSULTANT, its contractors and consultants, its suppliers, and anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable in the performance of the services described in this Agreement.
- B. CONSULTANT further agrees that where other consultants or contractors are employed in the work, it will not hold CLIENT responsible for loss, damage, or injury caused by any fault or negligence of such other consultants or contractor; and it agrees that it will look solely to said consultants or contractors for recovery from them, or any of them, for any such damage or injury.
- C. CLIENT agrees to indemnify and hold CONSULTANT, its directors, officers, employees, agents, and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands, or causes of action for contribution or indemnification), liability, and costs (including attorney's fees and other costs of defense), which results from any release or threatened release of any hazardous waste, substance, pollutant of contamination, as defined under state or federal laws, on or from the job site; provided, however, that CLIENT will not be obligated to indemnify CONSULTANT against any such liability arising as a result of CONSULTANT's, or its director's, officer's, employee's, agent's, or subcontractor's negligence or intentional misconduct.

ARTICLE X - INSURANCE

- A. Not in derogation of the obligations imposed upon CONSULTANT pursuant to Subsection A. hereof, the CONSULTANT shall take out and maintain during the life of this Agreement, a comprehensive liability policy in the amount of One Million Dollars (\$1,000,000.00) combined single limit policy, including contractual liability. The policy shall name the CLIENT (the Redevelopment Agency and the City of Torrance) and its respective elected and appointed officers, agents, and employees as additional insureds under the policy.
- B. CONSULTANT shall furnish, at all times during the term of this Agreement, a notarized certificate of insurance countersigned by an authorized agent of the insurance carrier on a form of the insurance carrier setting forth the general provisions of the insurance coverage. The certificate shall contain a statement of obligation on the part of the carrier to notify the CLIENT of any material change, cancellation or termination of coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination.
- C. Coverage provided hereunder by the CONSULTANT shall be primary and not contributing with any insurance maintained by the CLIENT, and the policy shall contain such an endorsement. The insurance policy or the certificate of insurance shall contain a waiver of subrogation from the benefit of the CLIENT.

- D. The CONSULTANT shall maintain during the life of this Agreement, all other insurance required by law, including, but not limited to, worker's compensation coverage.
- E. The CONSULTANT shall also furnish or cause to be furnished to the CLIENT evidence satisfactory to the CLIENT that any contractor with whom it has contracted for the performance of work pursuant to this Agreement carries worker's compensation insurance as required by law.

ARTICLE XI - NOTICE

Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be served by personal delivery or by certified mail at the following addresses, unless and until different addresses may be furnished in writing by either party to the other, and such notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in the United States Post Office by certified mail or has been delivered personally, and shall be a valid and sufficient service of notice for all purposes:

CLIENT: Clerk of the Redevelopment Agency

of the City of Torrance 3031 Torrance Boulevard Torrance, California 90503

CONSULTANT: SCS Consulting Engineers

3711 Long Beach Boulevard Long Beach, California 90807

ARTICLE XII - ASSIGNMENT

These terms and conditions and the Agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either the CLIENT or the CONSULTANT without the prior written consent of the other.

ARTICLE XIII - INTEGRATION

These terms and conditions and the Agreement, including attachments incorporated herein by reference, to which they are attached represent the entire understanding of the CLIENT and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The Agreement may not be modified or altered except in writing signed by both parties.

ARTICLE XIV - JURISDICTION

This Agreement shall be administered and interpreted under the laws of California. Jurisdiction of litigation arising from the Agreement shall be in that state. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

IN WITNESS WHEREOF, CLIENT and CONSULTANT have executed this Agreement this day of, 19,
REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, A Municipal Corporation
ByChairman
ByExecutive Director
ATTEST:
Clerk of the Agency
SCS CONSULTING ENGINEERS
By
APPROVED AS TO FORM:
KENNETH L. NELSON City Attorney
By

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

August 19, 2003

At 5:30 p.m., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance.

- 1. Roll Call
- 2. Motion to Accept & File Report on Posting of Agenda
- 3. Approval of Minutes: August 12, 2003
- 4. Communications and Other Business: None
 - a. Recommendation of Redevelopment Agency Staff to Approve the Grant of Easement and authorize the Executive Director to execute a Grant of Easement by and between the Redevelopment Agency and American Honda Motor Co., Inc. for property located within the American Honda Campus at the northeast corner of Torrance Boulevard and Van Ness Avenue.
- 5. Hearings: None
- 6. Report of the Director and Other Officers
- 7. Report of Committees
- Addendum Matters
- Oral Communications
- 10. Request for Executive Session: None

Adjournment

JEFREEVW. GIBSON
Deputy Executive Director

SUE HERBERS

Clerk of the Agency

ROLL CALL: Lieu, Mauno, McIntyre, Nowatka, Scotto, Witkowsky and Walker

Redevelopment Agency August 19, 2003

Redevelopment Agency Meeting of August 19, 2003

AGENCY AGENDA ITEM 4A

Honorable Chair and Members of the Torrance Redevelopment Agency City Hall Torrance, California

Members of the Agency:

SUBJECT: Grant of Easement

RECOMMENDATION

Recommendation of Redevelopment Agency Staff to Approve the Grant of Easement and authorize the Executive Director to execute a Grant of Easement by and between the Redevelopment Agency and American Honda Motor Co., Inc. for property located within the American Honda Campus at the northeast corner of Torrance Blvd. and Van Ness Ave.

Funding: n/a

BACKGROUND/ ANALYSIS

In 1985, the Agency entered into an Owner Participation Agreement (OPA) with American Honda for the acquisition of 25 acres of land at the northeast corner of Van Ness and Torrance Blvd. The Agreement involved many responsibilities on the part of both parties and involved a follow up Implementation Agreement. With few exceptions, all the provisions of the agreements have been completed as contemplated. One issue that is outstanding is the ownership of the Solvent Coating property located within the American Honda Campus.

In the course of demolition of the project subsurface soil issues were discovered at the Solvent Coating property. The Agency took possession of the property and it was incorporated into the American Honda site plan. However American Honda did not take title to the property but was prepared to accept ownership upon resolution of the subsurface soils issues.

During the intervening years, American Honda has had use of the surface of the property while the Agency has continued to seek resolution of the subsurface issues. The property is indistinguishable from the remainder of the campus. American Honda has requested an easement over this property to document their

right to use the area. On February 11, 2003, the Redevelopment Agency reviewed the issue and instructed staff to return with the appropriate documentation. Staff has meet with Honda representatives and together developed the attached Grant of Easement.

Agency Staff will continue to work with American Honda to finalize the transfer of ownership from the Agency to American Honda as originally contemplated in the Owner Participation Agreement.

Respectfully submitted,

JEFFERY W. GIBSON Deputy Executive Director

Bv

Michael G. Bihn Planning Manager

Redevelopment, Housing & Comprehensive Planning

Concur:

Jeffey W. Gibson

Deputy Executive Director

LeRoy J. Jackson Executive Director

Attachment:

A. Grant of Easement

ATTACHMENT A IS NOT YET AVAILABLE.

Redevelopment Agency August 19, 2003

SUPPLEMENTAL TO AGENCY ITEM 4A

Honorable Chairwoman and Members of the Torrance Redevelopment Agency City Hall Torrance, California

Members of the Agency:

SUBJECT: Grant of Easement

Agency staff received the final version of the Grant of Easement from American Honda's Representative after Agency Item 4A had been reproduced.

Staff continues to recommend approval of the Grant of Easement by and between the Redevelopment Agency and American Honda Motor Co., Inc for property located with the American Honda Campus at the northeast corner of Torrance Blvd. and Van Ness Ave.

Respectfully submitted,

Michael G. Bihn Planning Manager

Redevelopment, Housing & Comprehensive Planning

CONCUR:

Jeffen VV. Giloson

Deputy Executive Director

NOTED:

LeRoy J. Jackson Executive Director

Attachment:

Grant of Easement

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Attachment A

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

American Honda Motor Co., Inc. 1919 Torrance Blvd. MS 100 – 1W – 4D Torrance, CA 90501-2746 Attn: Anthony P. Piazza

GRANT OF EASEMENT

This GRANT OF EASEMENT ("Grant") is made this _____ day of ______, 2003, by and between THE CITY OF TORRANCE ("Grantor"), and AMERICAN HONDA MOTOR CO., INC., a California Corporation ("Grantee").

WHEREAS, Grantee and the Redevelopment Agency of the City of Torrance (the "Agency") entered into that certain Participation Agreement dated April 16, 1985, whereby: (i) the Agency agreed to acquire, from Grantor, and sell to Grantee; and (ii) Grantee agreed to purchase from the Agency, that certain parcel of real property located generally as indicated on Exhibit "A" attached hereto and made a part hereof (the "Torrance Property"); and

WHEREAS, during Grantee's investigation of the suitability of the Torrance Property for acquisition and development, it was discovered that certain portions of the Torrance Property were contaminated with surface and subsurface hazardous materials generated by prior owners and users of those portions of the Torrance Property as well as by adjacent property owners; and

WHEREAS, as a result of the discovery of the hazardous materials, Grantee declined to purchase those portions of the Torrance Property that were so contaminated and the Agency agreed: (i) that it would not acquire a portion of the contaminated area ("Parcel A"), but rather, would permit Grantor to retain ownership of Parcel A; (ii) that it would retain ownership of the remaining portions of the contaminated area ("Parcel B"); and (iii) that it would sell to Grantee only the remaining portions of the Torrance Property (exclusive of Parcels A and B) that were not so contaminated; and

WHEREAS, Grantor is the owner of Parcel A, having Assessor's Parcel Number 7354-021-913, as described on Exhibit "B" attached hereto and made a part hereof, and has removed, remediated or otherwise eliminated in accordance with applicable law all of the hazardous materials located on or under Parcel A; and

WHEREAS, Grantee, by sale from the Agency, became and has remained the owner of the non-contaminated portions of the Torrance Property, described on Exhibit "C" attached hereto and made a part hereof (the "Honda Property"); and

WHEREAS, Grantor has permitted Grantee to use the surface area of Parcel A on an exclusive basis for purposes of ingress, egress, parking, landscaping and related non-intrusive purposes associated with Grantee's use of the Honda Property; and

WHEREAS, Grantor and Grantee wish to formalize and make a public record of the nature and extent of their respective rights of use and occupancy of Parcel A, all as more specifically set forth herein;

NOW THEREFORE, in consideration of the foregoing recitals and of the reservations, covenants, grants, restrictions and agreements contained herein and for other valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

- 1. For the express benefit of Grantee and the Honda Property and subject to Grantor's continued ownership, dominion and control of the subsurface portions of Parcel A, Grantor has this date bargained, conveyed, delivered, transferred, and sold, and by these presents, does bargain, convey, deliver, transfer and sell unto Grantee an exclusive easement over and across the surface of Parcel A (Parcel A is sometimes hereinafter referred to as the "Servient Tenement"). Grantee may use the Servient Tenement for the following uses and/or purposes:
 - A. To install, repair and maintain roads and walkways, including, without limitation, such surface materials, curbs, gutters, drainage, signage and lighting as may be necessary or desirable as determined by Grantee from time to time.
 - B. To use as a means of ingress and egress for vehicular and/or pedestrian traffic.
 - C. To use as parking facilities including, without limitation, such surface materials, barriers, signage, bumpers, lighting and landscaping as may be necessary or desirable as determined by Grantee from time to time.
 - D. To develop, demolish, redevelop, repair, and/or maintain all or any portion of the easement for the uses permitted hereby as may be necessary or desirable as determined by Grantee from time to time.
 - E. To develop, demolish, redevelop, repair, and/or maintain plantings and landscaping as may be necessary or desirable as determined by Grantee from time to time.
 - F. To install, replace, repair and maintain any and all appurtenances necessary or desirable to support or maintain any service or facility developed and/or maintained on the Honda Property.
- 2. The easement granted herein is expressly appurtenant to the Honda Property as the dominant tenement.

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- 3. Grantor shall not use any portion of the surface of the Servient Tenement for the installation of any temporary or permanent structure nor shall Grantor improve the surface of the Servient Tenement in any way except as required by applicable authorities for environmental remedial activities.
- 4. Grantor shall not grant to any third party any rights of use with respect to the surface of the Servient Tenement without the express written consent of Grantee, which such consent may be given or withheld at the sole and absolute discretion of Grantee.
- 5. Grantee shall have the right to assign and/or apportion all or any portion of its interests in this Grant and the related easements.
- 6. Grantor shall not use or occupy the Servient Tenement in any manner which interferes with Grantee's full use and enjoyment of the surface rights hereby granted.
- 7. Each party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use of, occupancy of or ownership interest of such indemnifying party in the Servient Tenement by such indemnifying party, its employees, agents or contractors excepting such claims or damages as may be due to or caused by the acts or omissions of the party to be indemnified, its employees, agents or contractors.
- 8. If any action at law or in equity is commenced to enforce the terms of this Grant, the prevailing party will be entitled to reasonable attorney, accountant and other professional fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.
- Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below.

GRANTOR:

GRANTEE:

THE CITY OF TORRANCE 3031 Torrance Boulevard Torrance, CA 90503

AMERICAN HOND A MOTOR CO., INC. 1919 Torrance Blvd., MS 100 – 1W – 4D Torrance, CA 90501-2746

Attn: Anthony P. Piazza

Grantee or Grantor may from time to time designate any other address for this purpose by written notice to the other party.

10. Grantee hereby recognizes Grantor's fee title and interest in and to the Servient Tenement and its ownership, dominion and control of the Servient Tenement subject to Grantee's easement rights as granted hereby. Grantor hereby acknowledges and agrees that Grantee did not contribute to and has no responsibility for any of the hazardous materials that may be located on or under the Servient Tenement.

- 11. The benefits and obligations of this Grant shall be a covenant running with the land and shall inure to and be binding upon the successors, assigns and heirs of the parties.
- 12. If any provision of this Grant is invalid or unenforceable with respect to any party, the remainder of this Grant or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Grant shall be valid and enforceable to the fullest extent permitted by law.
- 13. This Grant shall be governed by the laws of the State of California.
- 14. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above indicated.

GRANTUR:	GRANTEE:
THE CITY OF TORRANCE	AMERICAN HONDA MOTOR CO., INC., a California corporation
By: Name: Its:	By: Name: Its:
	Tax ID:
Attest:	
Approved as to form:	

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

7

STA?	TE OF)) ss.		
COU	NTY OF	_)		
	On	, before me,	T	the undersigned Notary
Publi	c, personally appeared			, G
perso	nally known to me - OR - G proved	to me on the basis	of satisfactory evidence to	be the person(s)whose
name	(s) is/are subscribed to the within it	nstrument and ackr	owledged to me that he/sh	e/they executed the same
in his	her/their authorized capacity(ies),	and that by his/her	their signature(s) on the in	strument the person(s), or
the er	ntity upon behalf of which the perso	n(s) acted, execute	d the instrument.	
		WITNESS my	hand and official seal.	
		The Brown		
		MY COMMIS	SION EXPIRES:	
\$\$\$\$;\$\$ \$\$\$\$\$\$\$\$ \$\$\$\$\$\$\$\$\$\$\$\$	\$\$\$\$\$ OPTION	L \$\$\$\$\$\$\$\$\$\$\$\$\$\$	\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$
	h the data below is not required by law, it should be this form.	nay prove valuable to	persons relying on the documen	t and could prevent fraudulent
CAPA	CITY CLAIMED BY SIGNER		DESCRIPTION OF ATTAC	HED DOCUMENT
G G	INDIVIDUAL CORPORATE OFFICER		TITLE(\$)	,
Ģ	` '	IITED NERAL	TITLE OR TYPE OF DOCUM	ENT
G	ATTORNEY-IN-FACT			
G C	TRUSTEE(S) GUARDIAN/CONSERVATOR		NUMBER OF PAGES	A CONTRACTOR OF THE CONTRACTOR
G G	OTHER:			
			DATE OF DOCUMENT	
	ER IS REPRESENTING: E OF PERSON(S) OR ENTITY(IES)			
			SIGNER(S) OTHER THAN N	AMED ABOVE

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EXHIBIT A

DESCRIPTION OF TORRANCE PROPERTY

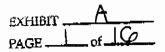
Exhibit A to the Grant of Easement dated	
The TORRANCE PROPERTY is described on the following sixtee	n (16) pages.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ASSESSOR'S PARCEL NUMBER 7354-021-913

That portion of Lot 1, Block 119, Tract No. 3381, per map recorded in Book 25, page 73 of Maps, records of said County, more particularly described as follows:

Beginning at the most westerly corner of said lot; thence South 42°34'10" East 7.95 feet along the westerly line of said lot to the southwest corner of said lot, said point being on a non-tangent curve concave northeasterly and having a radius of 689.49 feet; thence easterly along said curve along the southerly lien of said lot through a central angle of 8°36'38" an arc distance of 107.63 feet to the most easterly corner of said lot; thence North 42°34'10" West 47.19 feet along the easterly line of said lot to a point on a non-tangent curve concave southeasterly and having a radius of 313.00 feet; thence southwesterly along said curve through a central angle of 0°13'14" an arc distance of 1.31 feet to a point of cotangency with a curve concave northwesterly and having a radius of 977.00 feet, a radial through said point having a bearing of North 18°08'53" West; thence westerly along said curve through a central angle of 2°34'50" an arc distance of 44.00 feet to a non-tangent point on the northerly line of said lot; thence South 47°25'50" West 49.26 feet along said northerly line to the Point of Beginning.



PARCEL 1:

LOT 1 IN BLOCK 125 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS.

EXCEPTING THE NORTHEASTERLY 5 FEET THEREOF.

ALSO EXCEPTING THE SOUTHEASTERLY 30 FEET THEREOF.

ALSO EXCEPTING FROM THAT PORTION OF SAID LAND DESCRIBED IN THE HEREAFTER MENTIONED DEED, ALL OIL AND MINERALS FOUND AT A DEPTH OF 100 FEET OR GREATER. WITHOUT RIGHT OF ENTRY, AS RESERVED BY CORNELIA K. MURRAY, A SINGLE WOMAN AND GEORGIA M. DUNCAN, A WIDOW, IN DEED RECORDED OCTOBER 27, 1955 IN BOOK 49364 PAGE 290, OFFICIAL RECORDS.

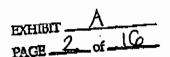
PARCEL 2:

LOT 2 AND THE NORTHEASTERLY 5.00 FEET OF LOT 1 IN BLOCK 125 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM THE REMAINDER THEREOF THE NORTHEASTERLY 1.00 FOOT OF THE NORTHWESTERLY 110.00 FEET OF SAID LAND.

ALSO EXCEPTING THE SOUTHEASTERLY 30 FEET THEREOF.

ALSO EXCEPTING FROM THAT PORTION OF SAID LAND DESCRIBED IN THE HEREAFTER MENTIONED DEED, ALL OIL AND MINERALS FOUND AT A DEPTH OF 100 FEET OR GREATER, WITHOUT RIGHT OF ENTRY, AS RESERVED BY CORNELIA K. MURRAY, A SINGLE WOMAN AND GEORGIA M. DUNCAN, A WIDOW, IN DEED RECORDED OCTOBER 27, 1955 IN BOOK 49364 PAGE 290, OFFICIAL RECORDS.



LECAL DESCRIPTION

LOTS 4 4 5 IN BLOCK 118 OF TRACT NO. 2607, IN THE CITY OF TORRANCE, IN THE COURTY OF LOS ANGELES, STATE OF CALIFORNIA, AS FER HAF RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OPFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTHHESTERLY 30 FEET THEREOF FOR STREET PURPOSES.

THE NORTHWESTERLY 20 FEET OF LOT 1, IN BLOCK 122 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OPPICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOTS 2 TO 5 INCLUSIVE, IN BLOCK 122 OF TRACT NO. 2807. IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOTS 1 TO 4 INCLUSIVE, IN BLOCK 123 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOT 5 IN BLOCK 125 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREPROM THE SOUTHWESTERLY 19 FEET OF SAID LOT 5 IN BLOCK 125 OF TRACT NO. 2807.

PARCEL 1:

LOT S-34 OF TRACT 2381, IN THE CITY OF TORMANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER HAP RECORDED IN BOOK 25 PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT 5-34 LYING SOUTHEASTERLY AND EASTERLY OF THE WESTERLY CONTINUATION OF THAT CERTAIN CURVE IN THE SOUTHERLY LINE OF LOT 1 IN BOOK 119 OF SAID TRACT 2361, SHOWN AS HAVING A RADIUS OF 689.49 FEET. ALSO EXCEPTING THEREFROM THE SOUTHEASTERLY HALF OF SAID LOT 5-34 LYING NORTHWESTERLY OF LOTS 1 AND 2, IN BLOCK 119 OF SAID TRACT 2361.

FARCEL: 2

LOT S-2 OF TRACT 2807, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN 800K 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT S-2 LYING SOUTHEASTERLY OF THE NORTHEASTERLY PROLONGATION OF THAT CERTAIN SOUTHEASTERLY LINE OF SAID LOT S-2, SHOWN AS HAVING A BEATING AND LENGTH OF NORTH 47 DEGREES 25 HINUTES 50 SECONDS EAST 360.00 FEET.

PARCEL 37

THE SOUTHEASTERLY 30 FEET OF LOTS 1 TO 4 INCLUSIVE IN BLOCK 121, THE SOUTHEASTERLY 30 FEET OF LOT 1 IN BLOCK 122 AND THE NORTHWESTERLY 30 FEET OF LOTS 1 TO 8 INCLUSIVE IN BLOCK 118 ALL IN TRACT 2607, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS FER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHEASTERLY 30 FEET OF SAID LOT 8 IN BLOCK 118.

LOT 1 IN BLOCK 122 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAF RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHWESTERLY 20 FEET.

XHIBIT A G of 16

LEGAL DESCRIPTION

LOT 6 IN BLOCK 116 OF TRACT NO. 2607 IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE MORTHWESTERLY 30 FEET THEREOF FOR STREET PURPOSES.

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LEGAL DESCRIPTION

PARCEL 4

LOTS 1, 2 AND 3 IN BLOCK 118 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING FROM SAID LOTS THE NORTHWESTERLY 30 FEET THEREOF FOR STREET PURPOSES.

ALSO EXCEPTING FROM SAID LOT 1 FOR STREET PURPOSES, THE SOUTHWESTERLY 30 FEET THEREOF.

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7 AND 6 IN BLOCK 120 OF TRACT NO. 2381, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25, PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 1 IN BLOCK 124 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT A Of 16

PARCEL #16

DESCRIPTION:

LOT 2 IN BLOCK 124 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAF RECORDED IN BOOK 33, PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 15

LOTS 3 AND 4 IN BLOCK 124 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAIO COUNTY.

EXCEPT THEREFROM THE NORTHEASTERLY 30 FECTOR LOT 4.

ALSO EXCEPTING THEREFROM THE NORTHWESTERLY 30 FERT OF SAID LAND.

LOTS 2 TO 9 INCLUSIVE IN BLOCK 119 OF TRACT NO. 2381, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 8

LOTS 9 TO 15, INCLUSIVE, AND THE ADJACENT NORTHWESTERLY HALF OF LOT S-34 IN BLOCK 120 OF TRACT NO. 2381, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AND ALSO LOTS 1 AND 2 IN BLOCK 121 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SA(D COUNTY.

08/15/03 15:54 FAX 310 315 8210

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LEGAL DESCRIPTION

LOTS 10, 11, 12, 13 AND 14 IN BLOCK 119 OF TRACT NO. 2381, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL #10

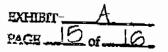
DESCRIPTION:

LOT 4 IN BLOCK 121 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK Z5 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTHEASTERLY 30 FEET OF SAID LOT DEEDED TO THE CITY OF TORRANCE FOR STREET PURPOSES.

ALSO EXCEPTING THE NORTHEASTERLY 30 FEET OF SAID LOT DEEDED TO THE CITY OF TORRANCE FOR STREET PURPOSES.

ALSO EXCEPTING THE NORTHWESTERLY 20 FEET OF SAID LOT FOR ROAD OR STREET PURPOSES.



PARCEL #9

DESCRIPTION:

LOT 3 IN BLOCK 121 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTHEASTERLY 30 FEET OF SAID LOTS DEEDED TO THE CITY OF TORRANCE FOR STREET PURPOSES.

ALSO EXCEPTING THE NORTHWESTERLY 20 FEET OF SAID LOT.

EXHIBIT B

DESCRIPTION OF PARCEL A

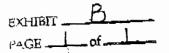
Exhibit B to the Grant of Easement dated	, 2003, by and between THE
CITY OF TORRANCE, as Grantor, and AMERICAN HOND	A MOTOR CO., INC., as Grantee.

Parcel A is described and/or depicted as follows:

ASSESSOR'S PARCEL NUMBER 7354-021-913

That portion of Lot 1, Block 119, Tract No. 3381, per map recorded in Book 25, page 73 of Maps, records of said County, more particularly described as follows:

Beginning at the most westerly corner of said lot; thence South 42°34'10" East 7.95 feet along the westerly line of said lot to the southwest corner of said lot, said point being on a non-tangent curve concave northeasterly and having a radius of 689.49 feet; thence easterly along said curve along the southerly lien of said lot through a central angle of 8°36'38" an arc distance of 107.63 feet to the most easterly corner of said lot; thence North 42°34'10" West 47.19 feet along the easterly line of said lot to a point on a non-tangent curve concave southeasterly and having a radius of 313.00 feet; thence southwesterly along said curve through a central angle of 0°13'14" an arc distance of 1.31 feet to a point of cotangency with a curve concave northwesterly and having a radius of 977.00 feet, a radial through said point having a bearing of North 18°08'53" West; thence westerly along said curve through a central angle of 2°34'50" an arc distance of 44.00 feet to a non-tangent point on the northerly line of said lot; thence South 47°25'50" West 49.26 feet along said northerly line to the Point of Beginning.



VANETTEN, SUZUMOTO & BECK

EXHIBIT C

DESCRIPTION OF HONDA PROPERTY

Exhibit C to the Grant of Easement dated		and between INC., as Gran	
The HONDA PROPERTY is described on the following fourtee	en (14) pages.		

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LEGAL DESCRIPTION

LOTS 4 & 5 IN BLOCK 118 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ARGELES, STATE OF CALIFORNIA, AS FER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OPFICE OF THE COUNTY RECORDER OF SAID COUNTY,

EXCEPT THE NORTHWESTERLY 30 FEET THEREOF FOR STREET PURPOSES.

THE NORTHWESTERLY 20 FEET OF LOT 1, IN BLOCK 122 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOTS 2 TO 5 INCLUSIVE, IN BLOCK 122 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOTS 1 TO 4 INCLUSIVE, IN BLOCK 123 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOT S IN BLOCK 125 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS FER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTEWESTERLY 19 PEET OF SAID LOT S IN BLOCK 125 OF TRACT NO. 2807.

PARCEL 1:

LOT S-14 OF TRACT 2381, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER HAP RECORDED IN BOOK 25 PAGE 73 OF HAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT 5-34 LYING SOUTHEASTERLY AND EASTERLY OF THE WESTERLY CONTINUATION OF THAT CERTAIN CURVE IN THE SOUTHERLY LINE OF LOT 1 IN BOOK 119 OF SAID TRACT 2381, SHOWN AS HAVING A RADIUS OF 689-49 FEET. ALSO EXCEPTING THEREFROM THE SOUTHEASTERLY HALF OF SAID LOT 5-34 LYING NORTHWESTERLY OF LOTS 1 AND 2, IN BLOCK 119 OF SAYD TRACT 2381.

PARCEL: 2

LOT S-2 OF TRACT 2807, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN SOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT 5-2 LYING SOUTHEASTERLY OF THE MORTHEASTERLY PROLONGATION OF THAT CERTAIN SOUTHEASTERLY LINE OF SAID LOT 5-2, SHOWN AS HAVING A BEARING AND LENGTH OF NORTH 47 DEGREES 25 MINUTES 50 SECONDS EAST 160.00 FEET.

PARCEL 3:

THE SOUTHEASTERLY 30 FEET OF LOTS 1 TO 4 INCLUSIVE IN BLOCK 121, THE SOUTHEASTERLY 30 FEET OF LOT 1 IN BLOCK 122 AND THE NORTHWESTERLY 30 FEET OF LOTS 1 TO 8 INCLUSIVE IN BLOCK 118 ALL IN TRACT 2807, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHEASTERLY TO FEET OF SAID LOT 8 IN BLOCK 118.

LEGAL DESCRIPTION

LOT 1 IN ELOCK 122 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS FER MAP RECORDED IN BOOK 33 PAGE 100 OF HAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THERSPROM THE NORTHWESTERLY 20 FEET.

LEGAL DESCRIPTION

LOT 6 IN BLOCK 118 OF TRACT NO. 2807 IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS FER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTHWESTERLY 30 FEET THEREOF FOR STREET PURPOSES.

LEGAL DESCRIPTION

PARCEL 4

LOTS 1, 2 AND 3 IN BLOCK 118 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING FROM SAID LOTS THE NORTHWESTERLY 30 FEET THEREOF FOR STREET FURPOSES.

ALSO EXCEPTING FROM SAID LOT 1 FOR STREET PURPOSES, THE SOUTHWESTERLY 30 FEET THEREOF.

PAGE C of 14

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7 AND 6 IN BLOCK 120 OF TRACT NO. 2381, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25, PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 1 IN BLOCK 124 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL #16

DESCRIPTION:

LOT 2 IN BLOCK 124 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PAGE 8 of 14

LEGAL DESCRIPTION

PARCEL 15

LOTS 3 AND 4 IN BLOCK 124 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREPROM THE NORTHEASTERLY 30 FEET OF LOT 4.

ALSO EXCEPTING TREREFROM THE NORTHWESTERLY 30 FEET OF SAID LAND.

EXHIBIT C

`

LEGAL DESCRIPTION

LOTS 2 TO 9 INCLUSIVE IN BLOCK 119 OF TRACT NO. 2381, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT O of 14

LEGAL DESCRIPTION

PARCEL 8

LOTS 9 TO 15, INCLUSIVE, AND THE ADJACENT NOPTHWESTERLY HALF OF LOT S-34 IN BLOCK 120 OF TRACT NO. 2381, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AND ALSO LOTS 1 AND 2 IN BLOCK 121 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

08/15/03 15:55 FAX 310 315 8210

38

LEGAL DESCRIPTION

LOTS 10, 11, 12, 13 AND 14 IN BLOCK 119 OF TRACT NO. 2381, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL #10

UESCRIPTION:

LOT 4 IN BLOCK 121 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTHEASTERLY 30 FEET OF SAID LOT DEEDED TO THE CITY OF TORRANCE FOR STREET FURPOSES.

ALSO EXCEPTING THE NORTHEASTERLY 30 FEET OF SAID LOT DEEDED TO THE CITY OF TORRANCE FOR STREET PURPOSES.

ALSO EXCEPTING THE NORTHWESTERLY 20 FEET OF SAID LOT FOR ROAD OR STREET PURPOSES.

ENHIBIT C

PARCEL #9

DESCRIPTION:

LOT 3 IN BLOCK 121 OF TRACT NO. 2807, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

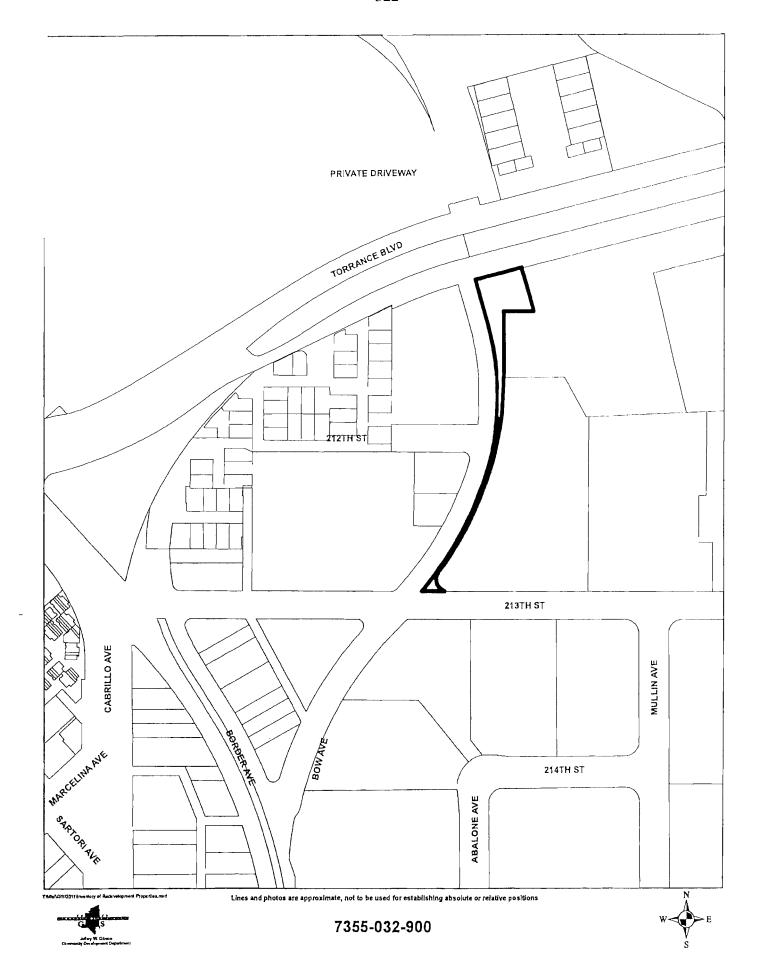
EXCEPTING THERETROM THE SOUTHEASTERLY 30 FEET OF SAID LOTS DEEDED TO THE CITY OF TORRANCE FOR STREET PURPOSES.

ALSO EXCEPTING THE NORTHWESTERLY 20 FEET OF SAID LOT.

PAGE 14 of 14

Attachment F

Supporting documentation for Torrance and Bow.



	DOCUMENTARY TRANSFER TAX \$ NO TAX DUE
	John af nauhall
	John A. Bramhall Wittyx Clerk City of Torrance
AND WHEN RECORDED MAIL TO	Redevelopment Agency Clerk
City of Torrance 3031 Torrance Boulevard Torrance, California 90503 Attention: City Clerk	89 611960
MAIL TAX STATEMENTS TO City of Torrance 3031 Torrance Boulevard Torrance, California 90503 Attention: City Clerk	RECORDED IN OFFICIAL RECORDS RECORDER'S OFFICE LOS ANGELES COUNTY CALIFORNIA 1 MIN. 2 P. M. APR 19 1989 PAST. 2 P. M. APR 19 1989
Accention. City Citix	FREE
	SPACE ABOVE THIS LINE FOR RECORDER'S USE
Partnership	Grant Deed γ
TO 1925 CA (2-83) THIS FORM FURNISHED B	Y TICOR TITLE INSURERS
FOR A VALUABLE CONSIDERATION, receipt of w TORRANCE CENTER I a general partnership organized und hereby GRANTS to the REDEVELOPMENT AGENCY o CITY OF TORRANCE, a municipal corpor	ler the laws of the State of California f the
the following described real property in the City of County of Los Angeles , See Exhibit "A" and Exhibit "B" att a part hereof by this reference.	State of California.
See Exhibit "A" and Exhibit "B" atta a part hereof by this reference. Dated:	State of California.
See Exhibit "A" and Exhibit "B" atta a part hereof by this reference. Dated:	TORRANCE CENTER I, a California general partnership By See Signature Page attached By hereto and made a part hereof by this reference. Partner Partner
See Exhibit "A" and Exhibit "B" atta a part hereof by this reference. Dated:	TORRANCE CENTER I, a California general partnership By See Signature Page attached By hereto and made a part hereof Partner Partner

AREA TO BE DEDICATED

Description of an area to be dedicated adjacent to Bow Avenue being portions of Blocks 113 and 116 of the Torrance Tract, in the City of Torrance, County of Los Angeles, State of California, as per map recorded in Book 22, Pages 94 and 95 of maps, and portions of Lot I and Lot H, of Tract No. 1427, in said City and said County, as recorded in Book 22, Pages 82 and 83, of Maps, in the office of the county recorder of said county, said description being more particularly describes as follows:

Beginning at the northwesterly corner of Lot 26, Tract No. 5944, in said city and said county, as per map recorded in Book 64, Page 82 of Maps, in the office of said county recorder; 1) Thence southeasterly along the northwesterly line of said Lot 26, South 16 Degrees 28 Minutes 49 Seconds East a distance of 87.45 feet, to the beginning of a 550.00 foot tangent curve, concave to the Northeast; 2) Thence southerly, along said curve, through a central angle of 01 Degrees 22 Minutes 22 Seconds an arc distance of 13.18 feet; Thence departing said southeasterly line in a westerly direction North 89 Degrees 53 Minutes 00 Seconds West a distance of 66.29 feet; Thence in a southerly direction South 01 Degrees 19 Minutes 32 Seconds East a distance of 23.49 feet; 4) Thence South 00 Degrees 31 Minutes 34 Seconds East a distance of 109.72 feet; 5) Thence South 02 Degrees 29 Minutes 33 Seconds West a distance of 56.21 feet, to the beginning of a 585.37 foot non-tangent curve, concave to the West, a radial to said beginning bears South 89 Degrees 11 Minutes 06 Seconds East; 6) Thence southerly, along said curve, through a central angle of 15 Degrees 39 Minutes 39 Seconds an arc distance of 160.00 feet, to the beginning of a 740.33 foot compound curve, concave to the Northwest, a radial to said beginning bears South 73 Degrees 31 Minutes 27 Seconds East; 7) Thence southwesterly, along said curve, through a central angle of 19 Degrees 02 Minutes 35 Seconds an arc distance of 246.06 feet, to the beginning of a 25.00 foot reverse curve, concave to the Northeast, a radial to said beginning bears North 54 Degrees 28 Minutes 52 Seconds West; 8) Thence southeasterly, along said curve, through a central angle of 126 Degrees 05 Minutes 32 Seconds an arc distance of 55.02 feet to a point on the northerly line of 213th Street as shown on said Tract No. 5944; 9) Thence westerly along the northerly line of 213th Street South 89 Degrees 25 Minutes 36 Seconds West a distance of 63.09 feet, to the beginning of a 731.33 foot non-tangent curve, concave to the Northwest, a radial to said beginning bears South 49 Degrees 58 Minutes 55 Seconds East said beginning being on the westerly line of said Lot H and on the easterly line of Block 113, Tract No. 2807, in said city and said county, as per map recorded in Book 33, Page 100 of Maps, in the office of said county recorder; 10) Thence northeasterly, along said curve, through a central angle of 23 Degrees 32 Minutes 32 Seconds an arc distance of 300.50 feet, to the beginning of a 576.37 foot compound curve, concave to the West, a radial to said beginning bears South 73 Degrees 31 Minutes 27 Seconds East; 11) Thence northerly, along said curve, through a central angle of 32 Degrees 59 Minutes 07 Seconds an arc distance of 331.82 feet; 12) Thence continuing northerly along the easterly line of Block 113, of said Tract No. 2807, North 16 Degrees 28 Minutes 49 Seconds West a distance of 93.09 feet to the northeasterly corner of Lot 6, of said Block 117;

13) Thence North 76 Degrees 01 Minutes 22 Seconds East a

distance of 100.57 feet to point of beginning;

SIGNATURE PAGE TO PARTNERSHIP GRANT DEED

TORRANCE CENTER I

a California general partnership

By: GASCON MAR LTD.

aA California limited partnership

its General Partner

GASCON DEVELOMENT, INC., a California corporation,

General Partner

Jasen Weil D. Gascon, President

By: MAR DEVELOPMENT CORPORATION a Cal/ifornia corporation

General Partner

Allan W. Mackenzie, President

STATE OF CALIFORNIA SS.

COUNTY OF SAN DIEGO

1989, before me, Rosy O'Bryant, a Notary On Public in and for said State, personally appeared NEIL D. GASCON, personally known to me or proved to me on the basis of satisfactory evidence to be the President of GASCON DEVELOPMENT, INC., who executed the within instrument on behalf of said corporation and acknowledged to me that said corporation executed the within instrument pursuant to the bylaws or a resolution of its Board of Directors, said corporation being known to me to be one of the partners of GASCON MAR LTD., a California limited partnership, said partnership being known to me to be a general partner of TORRANCE CENTER I, a California general partnership, the partnership that executed the within instrument, and acknowledged to me that such corporation executed same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Du Rosy O'Bryant

STATE OF CALIFORNIA) ss.

COUNTY OF SAN DIEGO



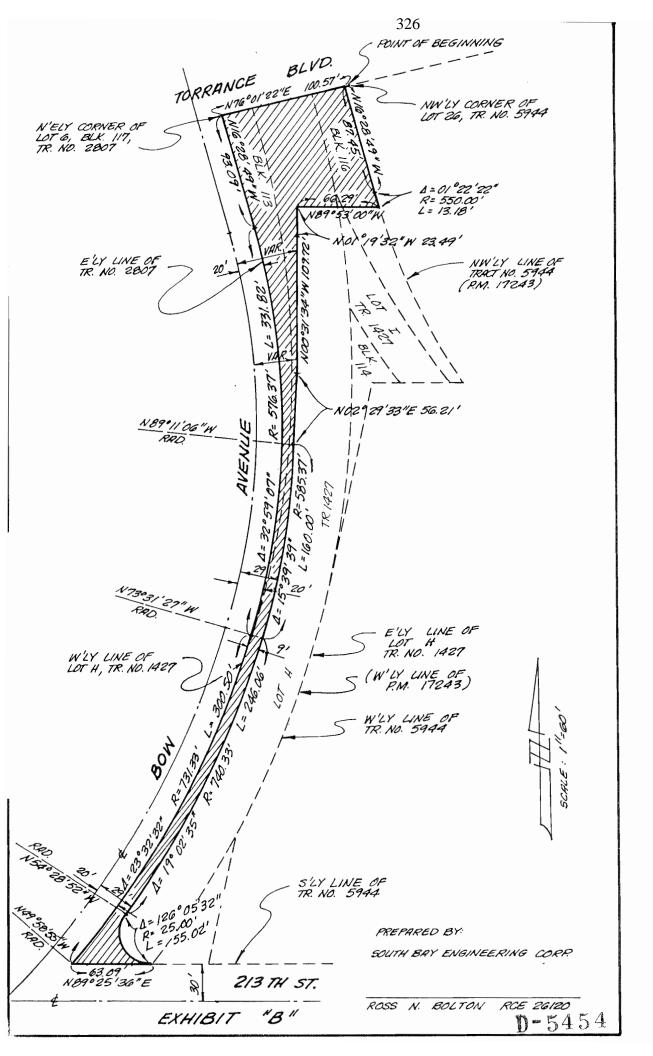
, 1989, before me, Rosy O'Bryant, a Notary Public in and for said State, personally appeared ALLAN W. MACKENZIE personally known to me or proved to me on the basis of satisfactory evidence to be the President of MAR DEVELOPMENT CORPORATION, who executed the within instrument on behalf of said corporation and acknowledged to me that said corporation executed the within instrument pursuant to the bylaws or a resolution of its Board of Directors, said corporation being known to me to be one of the partners of GASCON MAR LTD., a California limited partnership, said partnership being known to me to be a general partner of TORRANCE CENTER I, a California general partnership, the partnership that executed the within instrument, and acknowledged to me that such corporation executed same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Rosy O'Bryant

ZO A BANGO B CHENNIAL SELF CUSY CORVANT not r's

d



CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Partnership Grant Deed dated January 16, 1989, from TORRANCE CENTER I, a California general partnership, to the REDEVELOPMENT AGENCY of the CITY OF TORRANCE, is hereby accepted by order of Resolution No. RA85-22 adopted by the Redevelopment Agency of the City of Torrance on June 4, 1985, and that the Grantee consents to the recordation thereof by its duly authorized officer.

REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

John A. Bramhall Clerk of the Agency

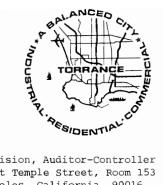
Dated: April 17, 1989

Purpose: Pedestrian access.

89-611960

D-5454

CITY CLERK



CITY OF TORRANCE

3031 TORRANCE BOULEVARD, TORRANCE, CALIFORNIA TELEPHONE (213) 618-2870

FILE NO:_	(Sun 1/2) 1.0)
DATE:	May 30, 1989

Tax Division, Auditor-Controller 500 West Temple Street, Room 153 Los Angeles, California 90016

Attention: Tax Cancellation Section

Gentlemen:

The City of Torrance has acquired title to and requests cancellation of taxes on the property hereinafter described. This request and application for cancellation of taxes is made pursuant to Sections 4986 and amendments thereto of the Revenue and Taxation Code of California.

Please advise this office on the duplicate copy of this letter when cancellation has been completed.

Sincerely,

		7.00		City Clerk
LEGAL DESCRIPTION	ON: See Attached	Bohn A.		
PURPOSE:	Redevelopment			
HOW ACQUIRED:	Partnership Grant Deed	DATE:	Janu	arA 10" 1680
WHEN ACQUIRED:	April 17, 1989	GRANTOR:		ance Center . 1 Western Ave
RECORDED:	opril 19, 1989	ADDRESS:		arres. Ch. white
DOCUMENT NO:	84- 6119 50	TYPE OF TA	XES:	All detre in deligation
		IMPROVEMEN	TS:	None,
Approval and con	nsent to cancellation of taxes on	property he	reinab	ove described,

The above request approved and cancellation completed. Authorization No. Date

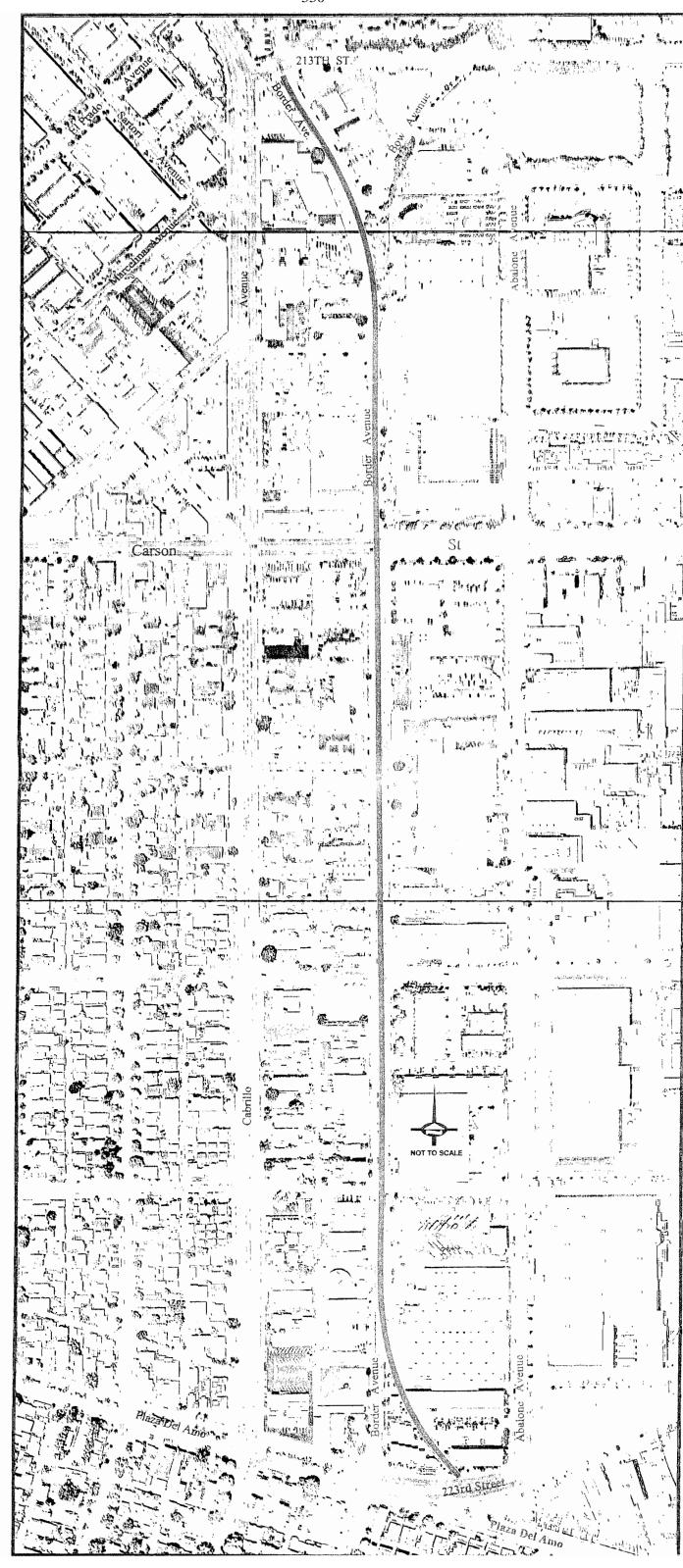
Ву

as requested by the City of Torrance.

Standey E. Remelmeyer, City Attorney Yenneth L. Mclaon,

Attachment G

Supporting documentation for Railroad along Border Ave.



REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE

November 4, 2003

At 6:00 p.m., or as soon thereafter as Council business can be disposed of, the City Council will take a recess without leaving their seats and meet as the Redevelopment Agency of the City of Torrance.

- 1. Roll Call
- 2. Motion to Accept & File Report on Posting of Agenda
- 3. Approval of Minutes October 28, 2003
- 4. Communication and Other Business: None
 - a. Staff recommends that the Redevelopment Agency approve an amendment, to the Miller, Owen & Trost contract for Quiet Title Action on Lot G, Torrance Tract to:
 - 1) extend the term from January 21, 2001 to January 31, 2005, and
 - 2) Increase the amount of the contract from \$30,000 to \$115,000.
- 5. Hearings: None
- 6. Report of the Director and other Officers
- 7. Report of Committee
- 8. Addendum Matters
- 9. Oral Communications
- 10. Request for Executive Session: None

11. Adjournment

JEFFERY∖W. GIBSON

Deputy Executive Director

SUE HERBERS

Clerk of the Agency

ROLL CALL: Lieu, Mauno, McIntyre, Nowatka, Scotto, Witkowsky and Walker

Redevelopment Agency November 4, 2003

Redevelopment Agency November 4, 2003

Agency Agenda Item 4A

Honorable Chairman and Members of the Torrance Redevelopment Agency City Hall Torrance, California

Members of the Agency:

SUBJECT: Contract Amendment for Miller, Owen, & Trost for Quiet Title Action

on Lot G, Torrance Tract

RECOMMENDATION

Staff recommends that the Redevelopment Agency approve the following amendment to the Miller, Owen & Trost contract for Quiet Title Action on Lot G, Torrance Tract to:

- 1) extend the term from January 21, 2003 to January 31, 2005,
- 2) increase the amount of the contract from \$30,000 to \$115,000 and
- 3) change the firm name from Hyde, Miller, Owen & Trost to Miller, Owen & Trost

Funding

Funding is available from the Downtown and Industrial Redevelopment Capital Project Fund.

BACKGROUND AND ANALYSIS

In January 2003, the Agency directed Staff to initiate action to resolve ownership of Lot G. Union Pacific railroad tracks ran in Lot G of the Torrance Tract from 213th Street southerly to Plaza Del Amo until the tracks were abandon in the late 1990s. The lot is generally about 16 feet in width and runs for the most part in the center of Border Ave. The Agency believes that it owns the underlining fee but Union Pacific contests that ownership.

The law firm of Hyde, Miller, Owen and Trost, attorneys, was retained since they have specialized experience in railroad matters. They have discussed by telephone the issue with Union Pacific representatives on several occasions. A meeting was scheduled but the Union Pacific representatives failed to attend. It is the judgment of the attorneys that the matter is not of sufficient magnitude for the railroad to assign the necessary resources to research and resolve the matter. A lawsuit must be filed prior to November 24, 2003. That is the end of the 5-year period to commence action after a breach of the condition subsequent in the deed. Therefore, to resolve the issue, the Agency's consulting attorneys consider filing

legal action to be the only way to get the Railroad's attention and to protect the Agency's interests.

Based on the above, on October 21st, the Agency directed the initiation of a quiet title action and that the attorney's contract be amended to take into account the estimated additional funds and time to complete the action. An additional \$85,000 is added by the contract amendment and the expiration of the contract is extended to January 2005. In addition the firm's name has changed since the initiation of the contract and that change is noted in the amendment.

Respectfully submitted,

Jeffery W. Gibson Deputy Executive Director

Michael G. Bihn

Planning Manager

Redevelopment, Housing, & Comprehensive Planning

CONCUR:

Jeffery W. Gibson

Deputy Executive Director

NOTED:

LeRoy J. Jackson

Executive Director

Attachment:

A. Contract Amendment

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into as of November 4, 2003, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, ("AGENCY"), and Miller, Owen & Trost, a California Professional Corporation ("CONSULTANT").

RECITALS:

- A. Both parties entered into an Agreement on January 21, 2003, whereby CONSULTANT's firm name was Hyde, Miller, Owen & Trost. On June 1, 2003, the firm dropped Hyde from their firm name.
- B. Both parties entered into an Agreement on January 21, 2003, whereby CONSULTANT agreed to provide specialized legal counsel regarding the Negotiation Phase of the Quiet Title Action Process for Lot G.
- C. Both parties desire to increase the Compensation of the Agreement in order to accommodate services for the next phase, including the filing of a lawsuit.
- D. Both parties desire to extend the Term of the Agreement from January 21, 2003 to January 31, 2005.

AGREEMENT:

- 1. The opening paragraph is amended to read in its entirety as follows:
 This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of January 21, 2003 (the "Effective Date"), by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE ("AGENCY), and Miller, Owen & Trost, a California Professional Corporation ("CONSULTANT").
- 2. Paragraph 2 "TERM" is amended to read in its entirety as follows:
 - 2. <u>TERM</u>

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through January 31, 2005.

- 3. Paragraph 3.A "COMPENSATION" is amended to read in its entirety as follows:
 - 4. COMPENSATION
 - CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Proposal, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$115,000 ("Agreement Sum"), unless otherwise first approved in writing by AGENCY.

- 4. Paragraph 20.A.6. "ADDRESSES" is amended to read in its entirety as follows:
 - 20. NOTICE
 - A. All notices, requests, demands, or other communications under this

Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

6. Addresses for purposes of giving notice are as follows:

CONSULTANT:

Miller, Owen & Trost 428 J Street, Suite 400

Sacramento, CA 95814-2394

Fax: 916-447-5195

AGENCY:

Agency Clerk

City of Torrance

3031 Torrance Boulevard Torrance, CA 90509-2970

Fax: 310-618-2931

5. Paragraph 31 "CONSULTANT'S AUTHORITY TO EXECUTE" is amended to read in its entirety as follows:

31. CONSULTANT'S AUTHORITY TO EXECUTE

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing, (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

RE	DEVE	ELOPI	MEN	IT /	4GE	NCY
OF	THE	CITY	OF	TO	RRA	ANCE

Miller, Owen & Trost A California Professional Corporation

	By:
Dan Walker, Chairman	Kirk E. Trost
ATTEST:	Officer and Shareholder
Sue Herbers Agency Clerk	

APPROVED AS TO FORM: JOHN L. FELLOWS III Agency Attorney

By:			

Re	vise	ed:	1/	30	0/01

6.	In all other respects, the Agreement dated January 31, 2003, between AGENCY
	AND CONSULTANT is ratified and reaffirmed and is in full force and effect.

AND CONSULTANT is ratified and reaffirmed	and is in full force and effect.
REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE	Miller, Owen & Trost A California Professional Corporation
Dan Walker, Chairman ATTEST:	By: Kirk E. Trost Officer & Shareholder
Sue Herbers Agency Clerk APPROVED AS TO FORM:	
JOHN L. FELLOWS III Agency Attorney	
By:	

Redevelopment Agency March 22, 2005

Agency Item 4B

Honorable Chairwoman and Members of the Torrance Redevelopment Agency City Hall Torrance, California

Members of the Agency:

SUBJECT: CONSIDERATION TO PURCHASE RAILROAD PROPERTY FROM

THE UNION PACIFIC RAILROAD COMPANY

EXPENDITURE: \$35,000

RECOMMENDATION

Executive Director and Deputy Executive Director recommend that the Redevelopment Agency approve the purchase of railroad property from Union Pacific Railroad Company and appropriate \$35,000 from the Industrial Capital Project Fund for the purchase of the railroad property.

Funding

Funding is available from the Redevelopment Agency's Industrial Project Funds.

BACKGROUND AND ANALYSIS

In January 2003, the Agency directed staff to initiate action to resolve ownership of Lot "G". Union Pacific Railroad tracks ran on Lot "G" of the Torrance Tract from 213th Street southerly to Plaza Del Amo, until the tracks were abandoned in the late 1990's. The lot is approximately sixteen feet wide and runs for the most part in the center of Border Avenue. The Agency believes that it owns the underlining fee, but Union Pacific contests that ownership.

The law firm of Miller, Owen and Trost, Attorneys At Law, was retained as the Agency's outside counsel, since they have specialized experience in railroad matters. Many meetings and discussion of the issues occurred on several occasions between the Agency's and the Union Pacific's representatives. It was decided that a lawsuit was required to be filed, prior to November 24, 2003, which was the end of the 5-year period

to commence action, after a breach of the condition subsequent in the deed. Therefore, to resolve the issue, the Agency's consulting attorneys filed a quiet title action on the Railroad to protect the Agency's interests.

After several months of negotiations, the Union Pacific Railroad agreed to settle the quiet title action and to sell the railroad property to the Agency for the amount of \$35,000. An Agreement called the Stipulation for Entry of Judgment has been filed between the Agency and Union Pacific Railroad Company which has determined the City of Torrance as the owner and declares that the Railroad has no interest in the subject property. At this time, staff is recommending the Redevelopment Agency approve the purchase of property and appropriate the amount of \$35,000.

Respectfully submitted,

Jeffery W. Gibson Deputy Executive Director

DR Richardson

Acting Planning Manager

Redevelopment, Housing & General Plan

CONCUR:

Jeffer W Gbson

Deputy Executive Director

LeRoy J. Jackson

Executive Director

John L. Fellows III Agency Counsel

MGB:CMTC X:\CCHUN\Redev-items\union railroad lot G purchase-trost item 3-22-05.doc

ATTACHMENT:

A. Location Map (Limited Distribution)

B. Stipulation for entry of Judgment (Limited Distribution)

STIPULATION FOR ENTRY OF JUDOMENT

From-Miller Owen Trost

03-16-05

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23 24

WHEREAS, the parties agree that this Court should quiet title to the property subject to this action in favor of Plaintiff;

THEREFORE, the parties, through their respective counsel of record, do hereby stipulate as follows:

- 1. The property subject to this action is situated in the County of Los Angeles, State of California, and is described as follows: Lot G of Tract No. 1427, as per map recorded in Book 22, Pages 82 and 83 of Maps, in the Office of the County Recorder of said County.
- Plaintiff City of Torrance shall pay the amount of Thirty Five Thousand 2. Dollars (\$35,000) to Defendant Union Pacific Railroad Company within thirty (30) days after execution and delivery of this Stipulation.
- Payment of the above-referenced amount by the City of Torrance to Union Pacific Railroad Company does not constitute an admission that the City of Torrance is not the true owner of the property subject to this action.
- 4. Plaintiff City of Tomance is the owner in fee simple of the property subject to this action and Defendant Union Pacific Railroad Company has no interest in the property subject to this action.
- 5. Plaintiff City of Torrance releases Defendant Union Pacific Railroad Company from any claims or liability for any damages, fees, costs or expenses arising from this action.
- 6. This Stipulation may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and

Į the same instrument. Signatures delivered by one party to the other by facsimile shall be 2 deemed original signatures and enforced accordingly. 3 Each of the persons signing this Stipulation on behalf of a party hereto 4 represents that he or she is authorized to sign the Stipulation on behalf of such party and that 5 all approvals, resolutions, and consents which must be obtained to bind such party have been б obtained and that no further approvals, acts, or consents are required to bind such party to 7 this Stipulation. 8 8. Each party shall bear its own fees, costs, and expenses arising from this 9 action. 10 9. The parties agree that judgment should be entered in accordance with the 11 terms of this Stipulation. 12 Dated: March _____, 2005 CITY OF TORRANCE 13 14 15 16 Dated: March ____, 2005 17 UNION PACIFIC RAILROAD COMPANY 18 By: ____ 19 20 Name and Title

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1	the same inst	rument. Signati	area delivered by one party to the other by facsimile shall be	
2	deemed original signatures and enforced accordingly.			
3	7.	Each of the pe	arsons signing this Stipulation on behalf of a party hereto	
4	represents the	at he or she is an	thorized to sign the Stipulation on behalf of such party and that	
5	all approvals	, resolutions, an	d consents which must be obtained to bind such party have been	
б	obtained and	that no further a	approvals, acts, or consents are required to bind such party to	
7	this Stipulation	OD.		
8	8.	Each party sha	all bear its own fees, costs, and expenses arising from this	
9	action.			
10	9.	The parties ag	ree that judgment should be entered in accordance with the	
11	terms of this	Stipulation.		
12	Dated: March	h, 200 <i>5</i>	CITY OF TORRANCE	
13			D	
14	<u> </u>		Ву:	
15			Name and Title	
16				
17	Dated: March	1 <u>3</u> , 2005	UNION PACIFIC RAILROAD COMPANY	
18			By: Millinghon	
19				
20			Name and Title	
21			General Director-Real Estate	
22				
23				
24				
	STIPULATION FOR	ENTRY	3	

From-Miller Owen Trost

11:14am

03-16-05

T-438 P 006/008 F-187

(PURSUANT TO STIPULATION)

11:14am

PROOF OF SERVICE

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I am employed in the County of Sacramento, State of California. I am over the age of 18 and not a party to the within action; my business address is 428 J Street, Suite 400, Sacramento, California 95814.

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On March 3, 2005, I served the foregoing documents described as follows:

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STIPULATION FOR ENTRY OF JUDGMENT AND JUDGMENT

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on all interested parties in this action by placing an original/true copy thereof enclosed in (a) sealed envelope(s) addressed as follows:

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David S. Robbin, Esq. Lowell & Robbin 707 Broadway, Suite 1800 San Diego, CA 92101

From-Miller Owen Trost

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BY MAIL: by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Sacramento, California addressed as set forth above.

BY OVERNIGHT MAIL: by causing document(s) to be picked up by an overnight delivery service company for delivery to the addressee(s) on the next business day.

BY PERSONAL DELIVERY: by causing personal delivery of the document(s) listed above to the person(s) at the address(es) set forth above.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 3, 2005, at Sacramento, California.

JANGELA M. ADAME